



STATE OF ISRAEL
Ministry of Communications

Request for Proposals

Consulting Services Regarding Charges for Fixed Telecom Network Elements
Tender 2021/021

On behalf of the Israel Ministry of Communications (Hereinafter: "**The Ministry**" "**MOC**" or "**The Contracting Authority**"), I hereby request bids for the provision of consultation services, as follows:

1. Description of Services to be Provided

The details of the services to be provided, including the relevant background materials, schedule of deliverables, and other salient details, are detailed in the accompanying Project Description document, which is attached to this tender as Appendix B. Bidders are requested to read the document carefully and ensure that they understand the scope of the work requested, the deliverables, and the other relevant terms. Bidders are welcome to request clarifications as necessary by following the procedure set out in paragraph 17 of this tender document.

2. Manner of Performance of the Services and Timetables

- A. The work shall be carried out by the Winning Bidder, who shall be selected by the MOC to provide the services (hereinafter: "**The winning Bidder**").
- B. The winning bidder shall carry out the work at premises of his choosing and will not carry out the work at the MOC's facilities. The Winning Bidder shall travel to Israel (at the MOC's discretion and insofar as this is possible, in light of travel and entry guidance in force at the time) in the manner laid out in Annex 1. During said travel to Israel the winning bidder will be provided with office facilities.

3. Terms of the Provision of the Services by the Winning Bidder

- A. The services shall be provided personally by the consultants proposed on behalf of the Winning Bidder, according to the Contracting Authority's needs and to its satisfaction. The Winning Bidder may not transfer or assign their rights under this bid, in whole or in part, to a third party, unless with the prior written consent of the MOC.
- B. The timetables shall be approved by the MOC, and they shall be coordinated with the Winning Bidder.
- C. The Winning Bidder shall provide the services with expertise, professionalism and skills, in accordance with the professional standards and the accepted rules of professional ethics.
- D. It is hereby clarified that any material and information collected by the Winning Bidder in the course of his work shall be placed at the disposal of the MOC, unconditionally. It is specifically noted that this may entail the publication of materials to stakeholders and/or the public under the Freedom of Information Law, 1998, or any other relevant provisions of administrative law or procedure.
- E. The Winning Bidder shall begin to provide the services on the date of the signing of the contractual agreement by the parties.
- F. The Winning Bidder is required to be available at any time (during reasonable working hours in the jurisdiction where it conducts business) during the time of the contract for questions, clarifications and requests by phone, electronic communications and the like. In the event of a significant difference in time zones between the jurisdiction where the winning bidder conducts business and Israel Standard Time, the winning bidder will make reasonable efforts to be available during a significant portion of business hours in Israel.

5. Scope and Duration of the Contract

- A. The period of the contract is a maximum of 24 months, starting from the date of the signing of the contract agreement by the parties (hereinafter: "**the Period of the Contract**").
 - B. The MOC reserves the right to extend the contract for an additional period of up to 1 more year, in the same terms of this agreement, in a way that the whole period does not exceed 5 years.
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- C. The MOC may terminate the contract by giving the Winning bidder 30 days' written notice in advance, for any reason and at its sole discretion. Should the MOC decide to terminate the agreement as mentioned above, MOC will pay to the Winning bidder only for the deliverables provided and accepted to its satisfaction, until the date of termination stated in the agreement. The Winning bidder shall not have any claim or demand related to the provisions under this section.

6. The Consideration of the Contract/ The bid

- A. **Bidders in this procedure shall submit a global and uniform price quotation in the currency of USD.** The price quotation shall be for **all of the deliverables enumerated in Annex 1.** Such price quotation shall include all of the components of the services' provision. The bid shall be submitted in the format of annex A to appendix A. Bids should not include any taxes, including Value Added Tax, or any other tax.
- B. It should be clarified that with the exception of the payment of the consideration specified in the winning price quotation, the Winning Bidder shall not be entitled to any payment or other benefits for the services such as telephone charges, mail, photocopies, printing, fax, board and lodging, flight expenses, including accommodation and any other expenses.
- C. The consideration will be paid after submission of each report according to the labor requirements of this request as mentioned in section 2, to the full satisfaction of the MOC. The Winning bidder undertakes to make corrections to the report, as long as it is necessary until final approval by the MOC, at no additional cost.

7. Threshold Conditions

The work envisioned in this tender is complex and requires a high level of specific expertise in cost modelling for telecommunications networks. Therefore, bidders will be required to meet threshold conditions for both the bidder (as a corporate entity) and the nominated experts, as follows:

As a threshold condition for the submission of a bid, the Bidder must meet all the following conditions:

- A. The bidder administers its accounting records in accordance with the law in the jurisdiction in which it is domiciled, or it is exempt from such administration and that it customarily reports regarding its income and
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that it reports all taxable transactions in accordance with the aforementioned jurisdiction's tax laws.

For proof of this threshold conditions, the bidder shall attach a certification of a chartered public accountant, tax advisor, or other legally authorized entity, which attests to the requested above.

- B. The bidder, the consultant and the controlling party have not been convicted of any crimes that may adversely affect their ability to carry out the work.

For proof of this threshold condition, the bidder shall attach an affidavit, signed in the presence of an attorney.

- C. The Bidder, the proposed expert or any other interested Party are not residents or have nationality of countries which may defined as Hostile States by the Israeli government. Bidders can find the updated relationship status between Israel and other countries on the Ministry of Foreign Affairs website.

For proof of this threshold condition, the bidder shall attach an affidavit, signed in the presence of an attorney.

- D. Bidder's threshold relevant experience condition: The bidder has relevant extensive international experience of at least 5 years in total in the last 10 years, which shall amount to total of at least 3,000 hours of consultation work, in no less than 2 countries, in the field of cost modelling of telecommunications networks, relevant to the actual work requirements.

Experts threshold relevant experience condition: The bidder's proposed experts must have carried out collectively at least 1,500 hours of relevant consulting work in no less than two countries. Work carried out on behalf of the bidder may be counted towards meeting the bidder's threshold condition; however relevant consulting work carried out elsewhere is also acceptable for the purposes of meeting the threshold condition for the experts.

For proof of this threshold condition, the bidder shall attach the following:

1. The Bidder must submit two professional reports, as an example, regarding cost modelling of
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telecommunications networks. If these reports include confidential information, this may be redacted, subject to the fact that the ability of the MOC to judge the quality of the reports is not impaired.

2. The Bidder shall attach to his bid a list of relevant works he (and the proposed experts) had carried out, Countries in which the work was carried out, the hours spent on the work, the names of the clients for whom the work was carried out such works and the years in which they were carried out, the content of the works and any other details that may assist in evaluating the relevant experience of the bidders proposed expert.
- E. The Bidder's proposed experts must hold at least a graduate degree (Masters Degree or equivalent) in the field of economics/business administration/accounting and/or engineering, as appropriate.

For proof of this threshold condition, the bidder shall attach educational diplomas and/or corresponding proof of educational attainments. MOC reserves the right to make use of any and all accreditation parameters set by the Israel Ministry of Education, the Israel Council of Higher Education, or any other internationally known and published ranking of educational establishments (including, *inter alia*, the Academic Ranking of World Universities – "Shanghai Ranking", the QS World University Rankings, and the Times Higher Education World University Rankings). Any such use will be applied equally to all bidders.

- F. The bidder has no conflict of interest as required in section 10 hereafter.

A bid submitted not in accordance with the provisions of this section shall be rejected outright. The MOC reserves the right to correct technical shortcomings in the bid, in order to adjust it to the requirements of the tender, or to request clarifications (but is not obligated to do so).

8. Process of Selecting the Winning Bidder and Criteria in this Procedure:

The applications shall be examined by the MOC, who may be assisted, for this purpose, by consultants and experts as it deems appropriate.

For the purpose of examining the applications, the MOC shall appoint a subcommittee on behalf of its tender committee, for the opening of the bids and the analysis of the applications submitted under the framework of the request. The subcommittee shall examine the applications and the proof of the date attached to it, and shall recommend the scores of the applications to the tender committee, in accordance with the criteria set out in this section.

The procedure of selecting the Winning Bidder pursuant to this request shall be carried out in the following procedure:

8.1 Qualification - all of the bids received by the last date for submission of offers shall be examined as to whether they meet the threshold conditions set out in section 7 above. Only an application that meets all of the required threshold conditions shall be examined at the second step.

8.2 Weighting of Quality of Services Tendered - 80% – The quality of the bids shall be examined, in accordance with the weights and requirements set out in section 8.3A below. Bidders whose quality score falls below 50% (before the multiplication by 0.8 mentioned below) shall not be considered. Bidders whose scores are above 50%, will have their scores multiplied by 0.8.

8.3 Price - 20% - after the bids were scored according to the third step, the price quotation envelopes shall be opened. Price bids shall be considered according to the formula set out in section 8.4B below.

- A. **The Second Stage – Examination of the Quality of the Bids – 100% before reweighting (80% after reweighting.)**
 1. The examination of the quality parameter shall be carried out in accordance with the following weights:

Quality Parameter	Weight
<p>International extensive experience of the bidder: International experience in the last 10 years and at least 5 years in total, which includes a variety of consultation projects in the field of telecom network element cost modelling, whether for regulatory agencies or network operators.</p> <p>Quality parameter will take into consideration:</p> <ul style="list-style-type: none"> - number of regulatory cost models in developed countries that the consultant was involved in (15 	30%

<p>out of 30 points, allocated proportionally between the bidders)</p> <ul style="list-style-type: none"> - Similarity between the market structure and telecom network structure in the relevant countries and the Israeli situation on the basis of network, demographic, economic, and other relevant similarities. (15 out of 30 points, allocated proportionally between the bidders). 	
<p>Two submitted professional reports:</p> <ul style="list-style-type: none"> - The structure of the reports submitted by the Bidder (10 out of 50 points), - exposition of the problem (10 out of 50 points), - the scope and the depth of the report (5 out of 50 points), - usage of advanced models as part of the data analysis in the report and the way they are presented (10 out of 50 points), - usage of international best known practices in the data analysis of the report and the way they are presented (15 out of 50 points) 	50%
<p>Professional Qualifications and Experience of the Bidder's experts:</p> <ul style="list-style-type: none"> - The relevant professional experience of the proposed experts (10 points) - The academic background of the proposed experts (5 points) - Any additional professional attainments of the proposed experts (articles, etc.) (5 points) 	20%

B. The Fourth Stage – Price quotations – 20%

After scoring the bids at the second and third stages, the **price quotations of the bidders who meet the conditions mentioned above shall be opened.**

The formula to score the price quotations for each bidder is:

$$P = \frac{\text{low price offer}}{\text{price offer}} * 20\%$$

Where:

P- The price score of a bidder (the score of the fourth stage).

low price offer – The lowest price offer for a report in thousands of dollars, amongst bidders that have met the minimal quality mark as heretofore mentioned.

price offer – The price offer for a report in thousands of dollars, made by the bidder.

The bid with the highest final score shall win the first place.

9. Additional Details that the Bidder Must Attach to its Application

- A. The structure of the bidder's organization, including the positions of the team members in the organization.
- B. A copy of the contractual agreement in the attached formulation, signed, in initials on each individual page, and signed by an authorized signatory on behalf of the bidder's with a full signature and a stamp, placed in the designated space at the end of the agreement.
- C. Bank confirmation of the details of the account to which the payments shall be transferred.
- D. The furnishing of certificates, valid as of the date of the submission of bids in this procedure: a certificate of registration with the state authorities for entities that are not corporations **or** the appropriate certificates of registration as a corporation, as the case may be. If the bidder is a corporation, its participation in this procedure is conditioned on the furnishing of certificate of its registration as a corporation under the law of the jurisdiction in which it is domiciled, and of an attorney-certified affidavit listing its authorized signatories and stating their names and their authority to bind the bidding entity by their signature. In this section "corporation" means a juristic person competent in respect of obligation, rights and legal acts.
- E. All of the certifications and documents required as proof of meeting the previously mentioned threshold conditions.

10. Conflicts of Interests/Confidentiality

Conflicts of Interests

- A. The Winning Bidder shall declare and undertake that to the best of his knowledge, he does not have, for 12 months prior to submission of the bid and as of the date of the contract between the parties, and shall not have, during the period of the contract between the parties and for 12 months from the end of the period of the contract, any conflict of interests, of any kind whatsoever. Without derogating from the generality of the above, during the period of the contract, the Winning Bidder shall not represent any person that might position him in a conflict of interest.
- B. The Winning Bidder and the proposed experts will be required to sign an undertaking regarding absence of conflict of interest, as set out in the agreement (appendix D). This undertaking is an integral part of the tender documents.
- C. The Winning Bidder declares that he, his directors, his workers or anyone who provides services on his behalf, is not in a conflict of interests for 12 months prior to submission of the bid, on any of the services requested in this tender. The winning bidder is committed to immediately report any data or a case where he may be in a situation of conflict of interest, immediately after encountering it, under and / or the above situation, and that he undertakes to notify the MOC immediately of any conflict of interests.

Without limiting the foregoing, MOC may require bidders at any time and at its sole discretion to provide a list of clients as well as additional information, as may be necessary.

In any case, the MOC will have the power to decide whether the existence of a direct and / or indirect link to any bidder or/and the proposed expert and / or their representative, has any conflict of interest.

Confidentiality

- D. The Winning Bidder and the proposed expert are required to sign an unqualified undertaking of confidentiality protection, and to undertake that all of the discussions in which they will take part, as well as all of the findings and data concerning the service provided by them, including the products of their work, shall be kept confidential throughout the period of the contract and thereafter, unless they had received the MOC's prior written approval for the disclosure of the such findings or data.
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11. Expenses of Participation in the Procedure

The bidder shall solely bear the expenses of its participation in the procedure, and it shall not be entitled to any reimbursement from the MOC of such expenses.

12. General Terms

- A. The Contracting Authority may, at its sole discretion, select more than one bid, and it may also split the winning bid between two bidders, at the selection time of the winner or later, or at any other time, as needed, and request additional bids.
 - B. The Contracting Authority may, at any time during the Period of the Contract, contact the bidders ranked next after the Winning Bidder/s, and offer them the opportunity of providing the services for the remaining period of the contract under this request or the amount of the remaining hours of work pursuant to this request, in circumstance in which it has become evident that the Winning Bidder/s in this tender is not/are not meeting the requirements specified in this request.
 - C. The Contracting Authority may contact all or any of the bidders in order to obtain clarification of or supplements to their bids. The contracting authority may require an interview with proposed experts at its sole discretion.
 - D. The Contracting Authority may at any time by notice published on the website of the MOC, bring forward or defer the last date for the submission of bids and may also change the dates and other conditions relating to this request for proposals, at its absolute discretion.
 - E. The Contracting Authority does not undertake to choose any bid, including the cheapest bid, and it may contact additional bidders at any time that it deems appropriate, or decide not to contract at all, for budgetary or other reasons.
 - F. It should be clarified that the required work under this RFP must be carried out only by the expert that was offered by the bidder, and stated in threshold in paragraph 7 above. Third party involvement will not be accepted unless prior approval is made by the Contracting Authority.
 - G. For the avoidance of doubt it is clarified that nothing in a notification of a Winning Bidder in this request shall terminate the selection process or create a contractual relationship between the Contracting Authority and
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the Winning Bidder and that pending the signature of authorized signatories on behalf of the Contracting Authority, of a contract between the parties, the Contracting Authority may revoke or vary its decision at its exclusive and absolute discretion.

- H. Nothing in the foregoing shall derogate from the rights of the Contracting Authority and/or of the tenders committee under the Mandatory Tenders Law of the State of Israel, or the regulations made pursuant thereto.

13. Manner of Submission of the Bids

- A. The last date for submission of bids is at 13:00 on January 27th, 2022 (Israel time).
A bid that arrives after the last date and time of submission of the bids shall not be considered and shall be disqualified outright.

Bids are to be submitted by placing them in the tender box at the offices of the MOC at 23 Jaffa St. Jerusalem, Israel, in closed and sealed envelopes with no identification mark of the bidder **or** sent to **the following dedicated MOC email: tender@moc.gov.il**. The words "**Consulting Services Regarding Charges for Fixed Telecom Network Elements**" shall be written on the envelope or on the mail header.

The price quotation shall be submitted as specified in sub paragraph 6 in a separate Envelope. The words "Price Quote" shall be written on the envelope or on the file header. Bidders who wish to submit their bids by email should contact tender@moc.gov.il, a sufficiently long period before the last date for submission of bids, to coordinate the submission of their price offer. The MOC reserves the right to require submission of price bids via mail, e-mail to a dedicated address, or any other procedure it deems appropriate.

- B. Bids that are submitted physically shall be submitted in two copies, together with all attached relevant documents, and a copy should be sent concurrently with the dispatch of the bid to tender@moc.gov.il as well.
- C. The bidder shall attach any document required under the documents of the request for proposals.

14. Credits on services and Intellectual property

- A. All rights on services including intellectual property rights according to the law, which the Winning bidder shall perform for the MOC, including but not limited to, the final report sections and the full report, prepared for the MOC and the accompanying documents relating to the provision of the service, whether created by the MOC, generated by the Winning bidder during the execution of the service, or generated by any other third party, shall be at any time the sole property of the MOC. The full intellectual property rights and copyright in them shall also be at any time the sole property of the MOC, and the MOC may use them at any time for any purpose it sees fit, without paying any extra charge to the Winning bidder beyond the consideration paid in accordance with the tender, even in the case the MOC terminates the work of the Winning bidder. The Winning bidder and/or its representative shall not have any rights on the final report or any section of it and documents, including any moral rights and/or any other right.
- B. The winning bidder or proposed expert will not use any information or materials which will be transferred to them by the MOC as part of the services, unless he received prior written permission to do so.

15. **Proposition of proposal**

Every proposal submitted will remain in force including all its details, its components, its annexes and its attachments for 90-days from the deadline of proposals submission. The MOC holds the right to announce extension of the validity of bids by additional 30 days. Bidder is not entitled to withdraw its proposal during this period.

16. **Trade Secrets/Professional Secrets**

In accordance with "The Mandatory Tender Regulation No. 5753– 1993" (The "**Mandatory Tenders Regulations**") non-winning bidders are allowed to ask to review the winning bid against payment to cover administrative costs as set out in those aforementioned regulations. The Tenders Committee may, at its discretion, present to non-winning bidders, any professional document which it believes does not constitute a commercial or professional secret and which is required to comply with the obligations in Mandatory Tenders Regulations.

Bidder claiming that certain clauses in its bid constitutes a trade secret and is opposing to allow non-winning bidders to review its proposal, if it will be declared the winning bid, may specify in advance in the proposal which confidential clauses in its bid should not be reviewed by the other bidders (Hereinafter "**Trade Secret**"). Bidder who will mark parts of the proposal as **Trade Secret** forbidden to be reviewed by other bidders, may not review those parts in the winning bid. Notwithstanding the above, the Tender Committee according to its sole discretion, can present to the non-winning bidders any document which it believes is not a professional or a commercial secret and

which is required to comply with the obligation of The Mandatory Tenders Regulations. In regards to this section, it should be emphasized that the price quote is **not** constituted a commercial or a professional secret

17. Tender Clarifications

Questions and/or requests for clarifications may be directed to tender@moc.gov.il, before or up to 13:00 (Israel time) on January 13, 2022. Questions arrived after the above date will not be accepted, unless authorized by the MOC. Clarifications and questions should include the name of the potential bidder, its representative name, email address and a phone number of the representative.

Clarifications and answers to the inquiries will be published by the MOC either on its website or via email, without revealing the identity of the questioner. The MOC does not undertake to answer all the questions. Only answers to questions the MOC answered, are binding.

Potential bidders who wish to receive updates regarding questions and/or requests for clarification received, and answers provided by MOC, may register by writing to tender@moc.gov.il.

The bidder bears sole responsibility to keep track of questions and answers posted on the website or transmitted via email.

Answers and questions are part of the tender documents and are applied to all participants in the tender.

It is clarified that the answers given by the MOC are an integral part of the tender documents.

18. Relations between the parties

The consultancy services shall be provided by the Winning bidder as an independent contractor, and there will not be any employee-employer relations of any kind, for any purpose, between and/or among any service provider on its behalf, and the MOC. The Winning bidder shall not acquire any employee-employer rights by law, and/or practice and/or a collective agreement and it shall not be entitled to any payment, compensation or other benefits in relation with the execution of this agreement or instruction given according to it or in relation with the cancellation or termination of the agreement or cease of providing the services.

19. Jurisdiction

Exclusive jurisdiction with subjects and matters arising out of or relating to this tender will be only in an authorized court based in Jerusalem, Israel.

Sincerely,

Ms. Elia Rubanovich

Israel Ministry of Communications

