

Incorporated by the Israel Airports Authority Act, 1977

Invitation to Participate in the Pre-Qualification Stage of Tender No. 2018/070/0462/00 for the Design, Supply, Installation and Maintenance of an Air Traffic Control Automation System for Ben Gurion Airport

1. **General**

The Israel Airports Authority (the "IAA") is interested in acquiring an Air Traffic Control Automation System (the "Automation System" or "System") for the Ben Gurion International Airport.

For this purpose, the IAA intends to issue tender No. 2018/070/0462/00 for the Design, Supply, Installation and Maintenance of an Air Traffic Control Automation System for Ben Gurion Airport and the provision of technical support services (the "Project" and the "Tender", respectively).

Prior to issuing the Tender, the IAA wishes to conduct a preliminary process of pre-qualification, in accordance with the terms and conditions specified herein, through which it will classify relevant participants for the Tender (the "Pre-Qualification" or "PQ").

As part of the Project the IAA intends to purchase a modern, state of the art Automation System, equipped with the most current technological and functional capabilities that comply with regulations and codes of the Israeli Civil Aviation Authority and/or ICAO, and/or Eurocontrol standards. The procurement of the System is meant to address the IAA's operational needs given the vast increase in commercial aerial traffic in the region.

In parallel to this Tender, the IAA intends to issue a separate tender for the procurement of a new radar system. The Tender documents shall include reference to the interfaces between the two systems and the requirements from both suppliers in this respect.

For the removal of doubt, the above is a brief general overview provided solely for the convenience of the Participants. A detailed description of the project and any works included therein will be specified in the Tender Documents and the Contract that will be attached thereto. It is clarified, that the IAA shall not be bound by the terms of the above and that the scope of the works may be amended and/or redefined by the IAA during, or following this Pre-Qualification Process.

2. **Invitation for Pre-Qualification**

2.1. This Pre-Qualification process will be the first stage of a two-stage selection process to select the entity who will perform the Project.

2.2. In this invitation for Pre-Qualification and any of the appendices and forms attached hereto (the "Invitation" and "PQ Documents") the IAA invites the Participants that meet the requirements detailed herein (the "Participants") to participate in the PQ process, by submitting their proposals to this PQ (the "PQ Submission") with all documents and forms that are necessary in order to

demonstrate their compliance with all the requirements of this Invitation, including all Threshold Requirements (collectively the "**PQ Requirements**").

- 2.3. The purpose of the PQ process is to identify Eligible Participants (as this term is defined under Section 11 below), who comply with all PQ Requirements, and who will be invited by the IAA to participate in the subsequent competitive Tender process and submit their bids. The number of Participants to be announced as Eligible Participants is not limited.
- 2.4. The printed version of the PQ Documents that was deposited by the IAA in the Tenders Box shall be the sole binding copy of the PQ Documents (the "**Binding Copy**"). In this respect, it is emphasized that any other copy of the PQ Documents, including, without limitation, a copy which was printed by the Participant from the Website and/or any PQ Document submitted by any Participant through any digital media, and any other document which was edited by the Participant and submitted to the IAA, shall not replace the Binding Copy and shall not prevail over the Binding Copy.
- 2.5. Unless specified otherwise, all capitalized terms shall have the meaning ascribed thereto in this Invitation.
- 2.6. **The Tender Process**
 - 2.6.1. Following this Pre-Qualification process, the IAA will issue a request for proposals for the Tender, including a contract for the procurement of the System and execution of the Project ("the "**Tender Documents**") and will select, from the bids that will be submitted by the Eligible Participants, one winning bid as the awarded bidder of the Tender (the "**Awarded Bidder**").
 - 2.6.2. The Tender Documents, will be delivered only to those Eligible Participants who were prequalified.
 - 2.6.3. The terms and conditions of the Tender, the selection criteria and any additional requirements, including mandatory qualitative requirements, applying to the Eligible Participants that will submit their bids to the Tender, will be specified in the Tender Documents.

3. **Schedule**

3.1. Without in any way limiting the right of the IAA to change or postpone any of the following dates in accordance with the provisions of this Invitation, the expected schedule for the Pre-Qualification process is as follows:

Issuance of this Invitation	-	October 4 , 2018
Last date for payment of the Participation Fee at the IAA offices	-	November 14 , 2018
Last date for payment of the Participation Fee via the IAA website	-	November 13 , 2018
Last date for submission of Clarification Requests	-	November 01 , 2018
Submission Date	-	November 15 , 2018

3.2. The IAA shall be entitled, at any time, to change and/or postpone any of the abovementioned dates. Notification of such changes shall be delivered as Addenda to all Participants pursuant to the provisions of Section 6 below. In any event of such extension, the rights and obligations of the IAA and of the Participants previously subject to such deadlines shall be extended accordingly.

3.3. For the removal of doubt it is clarified, that nothing herein shall be construed as granting any extension of time. Without derogating from the generality of the foregoing, the Submission Date (as defined below) may be postponed by such number of days as shall be necessary, at the IAA's discretion, including, *inter alia*, in order to enable the Participants to revise their PQ Submissions as a result of any Addendum issued.

3.4. Any change and/or extension as aforementioned shall not derogate from any of the IAA's rights according to the Invitation and any applicable law, and the Participants hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this regard.

4. **Review of the Pre-Qualification Documents and Participation Fee**

4.1. Any person and/or legal entity requesting to participate in the PQ process shall be entitled to review the PQ Documents at the IAA's offices and on the IAA's website, as follows:

4.1.1. At the offices of the IAA at Ben Gurion International Airport, Terminal 1, Room B209 on the 2nd floor (the "**IAA Offices**"), Sunday through Thursday between 10:00 to 12:00.

4.1.2. On the IAA website: www.iaa.gov.il (the "**Website**").

4.2. A printed copy of the PQ Documents can be obtained through the Website or at the IAA Offices in digital format (CD) (as a PDF file).

- 4.3. Any Addenda (as defined in Section 10.3 hereunder) issued by the IAA shall constitute an integral part of the PQ Documents, and can be reviewed by any person at the IAA Offices and/or on the Website, as specified above.
- 4.4. Participation in this PQ process is subject, *inter alia*, to payment of participation fee in the amount of NIS 5,000 (five thousand New Israeli Shekels) including VAT, (the "**Participation Fee**"). Any entity interested in participating in this Pre-Qualification Process shall pay the Participation Fee to the IAA in one of the following ways:
- 4.4.1. By cash or check - at the IAA Finance Department located in the entrance floor of the IAA main office building at Ben Gurion International airport, Sunday through Thursday between 09:00 to 12:00, by no later than November 14 , 2018.
- 4.4.2. By credit card - through the IAA Website until November 13 , 2018 at 23:30.
- 4.5. A Participant that did not pay the Participation Fee on or before the specified dates shall not be entitled to submit a Proposal, and any Proposal submitted by such Participant may be disqualified.
- 4.6. Subject to the provisions of Section 16 (Reservation of Rights) below, the Participation Fee shall not be returned. Notwithstanding the above, any Participants, that have submitted Pre-Qualification Submissions and their Pre-Qualification Submissions were disqualified by the IAA pursuant to the provisions of this Invitation due to failure to pass the Security Clearance, shall be entitled to a refund of the Participation Fee. Except for the refund of the Participation Fee, such Participants shall not be entitled to any additional refund or compensation of any sort.
- 4.7. Together with the payment of the Participation Fee, each Participant shall provide the IAA with its updated contact details, including its full name, identification number, address, phone number, facsimile number and e-mail address.
- 4.8. The IAA shall deliver to the Participant (by e-mail and/or to the address provided by such Participant as aforesaid) a receipt for the payment of the Participation Fee, bearing the Participant's name, and duly signed by the IAA authorized representative.
- 4.9. The IAA shall not be responsible and shall carry no liability for any damage and/or loss and/or expense, of any kind whatsoever, incurred by a Participant and/or to anyone on its behalf, due to any fault and/or malfunction and/or error and/or omission, of any kind, with respect to the details stipulated by the Participant and/or lack of availability of the Website, and the Participant hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect.
5. **Clarifications of the Pre-Qualification Documents**
- 5.1. The Participant are responsible for examining the PQ Documents with appropriate care and for being informed regarding any and all conditions which may in any way affect their participation in the PQ and the subsequent Tender.

- 5.2. Participants requiring clarifications of the PQ Documents may raise questions, queries and requests for information and/or clarifications, by no later than November 01, 2018 (respectively the “**Clarification Request**” and the “**Last Date for Clarification Request**”). Any Clarification Request submitted at a later date may be regarded or disregarded, at the sole discretion of the IAA. The Participants shall specify in the Clarification Request the relevant section to which their question or clarification relates.
- 5.3. Any Clarification Request shall be submitted in writing and addressed to the undersigned to facsimile number +972-3-9711296 and E-mail address carmelgo@iaa.gov.il.
- 5.4. The IAA has no obligation to respond to any Clarification Request or to amend the PQ Documents further to such Clarification Request. No response shall be considered a rejection of such request. All replies issued by the IAA to the Clarification Request shall constitute an Addendum, as defined in section 6 below.
- 5.5. It is the Participant’s sole responsibility to ascertain which Addenda were issued prior to the Submission Date, to consider their content and be familiar with their terms, and the Participant hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect. The Participants shall print each Addendum and attach it to their PQ Submission.
- 5.6. The IAA shall not be bound by, and Participants shall not rely on, any interpretation or clarification made orally by the IAA to the PQ Documents.
- 5.7. Without derogating from any of the IAA’s rights, the IAA may request from any of the Participants to clarify, supplement, and/or amend any item contained in its PQ Submission and/or to delete, disregard, withdraw, or correct any reservations therein and/or to submit any additional information, details and explanations, which the IAA considers necessary for the evaluation of its PQ Submission.
- 5.8. Participants shall comply with any request for clarification issued by the IAA and shall submit all clarifications and additional information requested therein, within the period stipulated in such request. Participant's response to the request issued by the IAA, shall be attached to the PQ Submission of such Participant, shall form an integral part thereof, and shall replace and/or take precedence over corresponding items in the PQ Submission that are lacking or contradictory to the said response.
6. **Amendments and Addenda**
- 6.1. At any time prior to the Submission Date, the IAA may, for any reason, amend and/or modify the PQ Documents by issuing an addendum (herein an “**Addendum**”). Any Addendum will be published on the IAA Website and delivered to all the Participants who paid the Participation Fee, through the means the IAA shall deem fit. Participants shall be required to acknowledge receipt of any such Addendum.
- 6.2. Any modification of the PQ Documents, which may become necessary as a result of a Clarification Request, shall be made by the IAA exclusively through issuance of an Amendment pursuant to this section.

- 6.3. Only Addenda that were issued by the IAA, whether on the IAA's initiative or as a response to Clarification Request, in accordance with the provisions of this Section 6 above, shall bind the IAA. The IAA shall not be held liable for, or bound by any replies, information or instructions not issued pursuant hereto.
- 6.4. For the avoidance of doubt it is clarified, that any modification, amendment, reservation, clarification, revision, addendum, elimination or other change of any of the provisions of the PQ Documents or any part thereof, made by a Participant in any manner whatsoever, may cause disqualification of such Participant's PQ Submission, all in accordance with the IAA's sole and absolute discretion.

7. **Threshold Requirements**

Only a Participant who fully meets all the threshold requirements stipulated in this Section 7 may be considered as an Eligible Participant:

- 7.1. A Participant, who performed as a main contractor, within the eight (8) years immediately preceding the Submission Date, at least two (2) projects for the design, supply and installation of an air traffic control automation system (the "**Automation System**") and/or for the design, supply and installation of an Upgrade of Automation System, for two different clients, whereas:
- 7.1.1. At least one of the projects was performed and installed in a Eurocontrol member state;
- 7.1.2. As at the Submission Date, each of the Automation Systems or Upgrade of Automation System had been delivered to the customer's use (following successful completion of acceptance tests);
- 7.1.3. As at the Submission Date, each of the Automation Systems is used as the customer's main operational system (not back-up);
- 7.1.4. Each of the Automation Systems is used for both en-route (ACC) and approach (APP) air traffic control;
- 7.1.5. Each of the Automation Systems supports multiple sensors using PSR and MSSR technologies, reception and processing of Mode S data and at least one of the following technologies: ADS-B, MLAT/WAM;
- 7.1.6. Each of the Automation Systems interfaces with at least one (1) external operational system that transfer aviation information such as FPL and related ATS messages (Flight Plan system, AMHS, etc.) and/or coordination notifications and flight guidelines systems (such as EFS and AODB).
- 7.1.7. At least one Automation System includes no less than twenty (20) operational controller working positions (CWP);
- 7.1.8. For each of the Automation Systems the Participant provides, as at the Submission Date, maintenance services that include at least period updates and upgrades for the system.

7.1.9. Each of the Automation Systems complies with the ICAO and Eurocontrol guidelines and standards specified below:

1	EUROCONTROL Specification for ATM Surveillance System Performance <i>EUROCONTROL-SPEC-0147</i>
2	EUROCONTROL Standard Document for Surveillance Data Exchange – ASTERIX Categories – 21,23,19,20,62,1,2, 34,48,8
3	EUROCONTROL Standard Document for Online data Interchange (OLDI) <i>EUROCONTROL-SPEC-0106</i>
4	EUROCONTROL Specification for ATS exchange presentation (ADEXP) interface <i>EUROCONTROL-SPEC-0107</i>
5	EUROCONTROL Specification for Short Term Conflict Alert
6	EUROCONTROL Specification for Minimum Safe Altitude Warning
7	EUROCONTROL Specification for Area Proximity Warning
8	EUROCONTROL IFPS interface specification
9	ICAO Procedures for Air Navigation Services. Air Traffic Management. Rules of the Air and Air Traffic Services Doc 4444, ATM/501/, Amendment 1
10	ICAO Annex 11 – Air Traffic services

Note as to section 7.1.9: The Participant shall specify which of the above listed guidelines and standards apply for each Automation System presented by the Participant for the purpose of demonstrating compliance with Threshold Requirement specified in this section 7.1; If the Automation Systems do not comply together with all guidelines and standards specified above, the Participant shall specify additional Automation Systems that comply with the remaining guidelines and standards (in a manner that a compliance will be demonstrated overall for all listed standards), provided however that the additional Automation Systems will comply also with the requirements specified in sections 7.1.2 and 7.1.3 and were performed within the ten (10) years immediately preceding the Submission Date.

An "**Upgrade of Automation System**" for the purpose of this section 7.1 shall mean: design, supply and installation of components (hardware and/or software) in an existing Automation System, that requires the approval of the relevant civil aviation authority, including, replacement of operating system, additional functionalities for the system such as CPDLC, change of major data structure such as FPL2012, addition of simulator that is part of the controllers training and certification process.

- 7.2. A Participant, whose annual revenue (turnover) from its activities in the field of Air Traffic Management (ATM) in each of the five (5) fiscal years preceding the Submission Date is no less than USD 60,000,000 (excluding VAT).
- 7.3. A Participant who has paid the Participation Fee (by itself or by anyone on its behalf).
- 7.4. A Participant, who successfully passed the security review of the relevant security authorities and received a security clearance (the "**Security Classification**" and "**Security Clearance**", respectively).

- 7.4.1. It is clarified that such Security Clearance is a mandatory requirement for the participation in the Tender Process, and that the PQ Submission of any Participant who fails to pass such Security Clearance shall be disqualified.
- 7.4.2. Participants hereby acknowledge that the Security Classification is conducted by the security authorities and is not within the powers of the IAA. The factors taken into consideration by the security authorities in the Security Classification, as well as the reasons for granting or withholding a Security Clearance, are not necessarily known to the IAA, and the decision is delivered to IAA without any reasoning, explanation or documentation.
- 7.4.3. Furthermore, it is clarified, that the security authorities may invalidate the Security Clearance granted to any Participant in the event that any of the circumstances, under which such Security Clearance was granted to such Participant, has changed, at its sole discretion.
- 7.4.4. The Participant shall have no claim with respect to any loss or damage whatsoever suffered by any Participant due to Security Classification and/or failure to receive Security Clearance, and the Participants hereby waives and shall be prevented from raising any claim and/or demand with respect to any relief, remedy, compensation or indemnification related thereto.
- 7.4.5. The IAA cannot make any representation regarding the date for completion of the Security Classification and any delays such procedures may cause to the PQ process and/or the Tender. The IAA shall be entitled to postpone any of the dates with respect to this PQ process in the event of delays in obtaining the Security Clearance for the Participants.
- 7.4.6. The security authorities may demand as part of the Security Classification, and at their sole discretion, additional details regarding the Participant, its employees, suppliers, contractors and other persons acting on its behalf and the Participant will be required to provide any such additional details and information.

8. **Eligibility and Participation**

- 8.1. It is hereby emphasized that the Threshold Requirements and any other requirements stipulated in the PQ Documents must exist in the Participant itself, unless explicitly specified otherwise.
- 8.2. The submission of one PQ Submission by multiple entities (i.e. two or more entities who join together to submit one application) shall not be allowed, and any joint submission shall be disqualified.
- 8.3. Notwithstanding the above, it is clarified that for the purpose of demonstrating compliance with the Threshold Requirement specified above, the Participant shall be entitled to rely on experience acquired by a legal entity, whose business operation was purchased by the Participant, by way of merger and/or a statutory merger in accordance the requirements of the Israeli Companies Law-1999 or

other transaction for the transfer of assets and/or business activity (the "**Purchased Corporation**"). In such event the Participant is required to attach to its PQ Submission all documentation and include all information to demonstrate both the acquisition of such business operations and the compliance with the relevant Threshold Requirements in accordance with the provisions of this PQ.

- 8.4. Each Participant may submit only one PQ Submission.
- 8.5. Any Participant who previously entered into a contract with the IAA, and such contract was terminated by the IAA within the three years preceding this PQ process, as a result of the Participant's non-compliance with the contract terms and breach of contract, shall not be entitled to submit its PQ Submission, and in the event such Participant does submit a PQ Submission, it shall be disqualified.
- 8.6. The IAA may, at its sole discretion, disqualify any Participant who was announced, within the 3 years preceding this PQ process, the awarded bidder in any other tender or competitive procedure issued by the IAA, and thereafter withdrew its proposal and/or provided the Tenders Committee with misleading information and/or otherwise acted during the tender process in a devious manner.
- 8.7. In addition, the IAA shall be entitled, at its sole discretion and subject to giving the Participant a right of objection thereto, to prevent participation in the PQ and/or disqualify the PQ Submission of a Participant with which the IAA has had a negative, bad or failed experience, in the framework of one or more previous engagement between the IAA and such Participant, regarding services or works similar to those to be provided under the present PQ process, including due to lack of trust, inappropriate behavior and/or significant dissatisfaction regarding the works and/or services provided to the IAA by such Participant and/or anyone on its behalf.

9. **Method of Submission - Instructions to Participants**

- 9.1. The Participants shall prepare their PQ Submission in strict conformity with the requirements of this Invitation. Participants shall answer all parts of the PQ Submission form attached hereto as **Appendix A** (the "**PQ Submission Form**"), in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the PQ Submission.
- 9.2. Participants shall not modify or supplement the instructions of this Invitation. Unauthorized conditions, limitations, modifications, supplements, reservations, disclaimers or provisions attached to a PQ Submission may cause the PQ Submission to be deemed non-compliant with this Invitation.
- 9.3. **It is emphasized that Participant should not include any prices or any price related information in the PQ Submission. In the event that the Participant will not comply with such requirement, the prices or price related information shall not be binding upon the IAA, and the IAA may disregard any such information or disqualify the PQ Submission, all at its sole discretion.**

- 9.4. All PQ Submission, including any supplementary materials and printed literature, as well as any request for clarification shall be submitted in English or Hebrew only.
- 9.5. The PQ Submission must be submitted in 2 printed copies of which one will be clearly marked as an original.
- 9.6. All documents stipulated in this Section 9 shall be duly signed by the Participant's authorized signatory, accompanied by Participant's corporate seal.
- 9.7. **The IAA shall not allow the submission of a partial submission and may disqualify any PQ Submission that is partial or incomplete.**
- 9.8. Each Participant shall submit its PQ Submission in a sealed envelope marked "**Pre-Qualification for Participation in Tender No. 2018/070/0462/00 for the Design, Supply, Installation and Maintenance of an Air Traffic Control Automation System at Ben Gurion Airport**" containing all of the following:
- 9.8.1. The PQ Submission Form, including any and all documents and attachments that are required to demonstrate compliance with the Threshold Requirements;
- 9.8.2. This Invitation, including any Addenda issued by the IAA. All documents shall be initialed by the duly authorized signatory of the Participant or stamped by Participant's seal in each page;
- 9.8.3. The invoice for payment of the Participation Fee or a printed copy of a receipt for the payment of the Participation Fee generated through the Website.
- 9.9. **PQ Submission Date**
- 9.9.1. The PQ Submission may be submitted to the IAA and delivered to the designated tenders box located in the IAA's main office building, at Ben Gurion Airport, in room 140 on the 1st floor, (the "**Tender Box**"), during business hours (Sunday through Thursday between the hours: 8:30 – 15:00) and no later than **November 15 , 2018** at **10:00 AM** (the "**Submission Date**").
- 9.9.2. The IAA at its sole discretion, may extend the Submission Date by issuing an Addendum in accordance with the provisions of Section 6 and by posting the new Submission Date on the Website.
- 9.9.3. All PQ Submissions received after the Submission Date shall remain unopened, and will be returned to the relevant Participant.
- 9.10. **Validity of PQ Submissions**
- 9.10.1. The PQ Submission shall be valid until May 30 , 2019.
- 9.10.2. For the removal of any doubt, a Participant announced as an Eligible Participant is required to extend the validity of its PQ Submission, until the date specified in the Tender Documents for bid submission, in order to continue its participation in the Tender.

9.10.3. The IAA shall be entitled, from time to time, and at its sole discretion, to extend the validity of their PQ Submissions for additional period, by submitting a written notice to the Participants.

9.11. Confidential Information

Without derogating from the generality of the provisions of Regulation 21(e) of the Mandatory Tenders Regulations, 5753-1993 (the "**Regulations**") (and the discretion granted thereunder to the IAA), the Participants are required to detail, within the PQ Statement Form, in a clear, complete and legible manner, all information contained in their PQ Submission, which they consider to be confidential. Participant that detailed certain information as confidential will not be permitted to review the same type of information contained in the PQ Submissions of other Participants. Subject to the applicable law, the IAA shall have sole discretion whether to accept or reject any such Participant's confidentiality request.

10. Evaluation of the Pre-Qualification Submissions

- 10.1. The IAA shall examine the PQ Submissions in order to determine whether the Participants meet the PQ Requirements. The PQ Submissions will be evaluated on a "go/no-go" basis and will not be graded.
- 10.2. As part of the PQ process and without derogating from any other prerogative of the IAA pursuant to the Invitation, the IAA at its sole discretion, may conduct an independent inquiry or investigation regarding any matter in connection with the PQ process and PQ Submission. As part of such an inquiry, the IAA may, inter alia, request further information and clarifications from any Participant, person or entity that the IAA may deem appropriate;
- 10.3. Without derogating from the rights of the IAA under the Invitation and under the law, the IAA will be entitled to disqualify any PQ Submission in the event that the IAA is of the opinion that such PQ Submission or any part thereof does not conform to the PQ Requirements.

11. Announcement of Eligible Participants

- 11.1. Upon completion of its evaluation of the PQ Submissions, the IAA will announce those Participants which the IAA deemed to have successfully complied with all PQ Requirements ("**Eligible Participants**").
- 11.2. Participant who will be deemed by the IAA to have failed to meet any one of the Threshold Requirements or failed to comply with any of the other PQ Requirements will not be announced as Eligible Participant.
- 11.3. The announcement of a Participant as an Eligible Participant and any notice related to disqualification and/or failure of a Participant to comply with any of the requirements of this PQ process, shall be delivered to the Participants exclusively by the secretary of the IAA's Tenders Committee (the "**Secretary**"). Any announcement and/or declaration submitted to Participants in the matter mentioned above, whether orally or in writing, by anyone other than the Secretary,

shall be deemed invalid, and the Participant shall not rely thereon in any manner and for any purpose or use. Participate relying on such announcement and/or declaration shall do so at its own risk.

11.4. Without derogating from the generality of the provisions of Section 16 (Reservation of Rights) below, following the publication of the Tender Documents, the Eligible Participants will be invited to submit a bid in accordance with the provisions of the Tender Documents.

12. Conference

12.1. The IAA reserves the right to hold a conference for all Participants (the "Conference"). The participation of the Participants in the Conference shall not be mandatory.

12.2. During the Conference, the IAA may answer questions and provide explanations or clarifications regarding the PQ process.

12.3. Following the Conference, the IAA will issue minutes of the Conference to all Participants and only such written minutes issued by the IAA shall be binding. The IAA shall not be bound by, and Participants shall not rely on, any oral representation made by the IAA or by Participants during the Conference.

13. Responsibility of Participants

Each Participant shall carefully examine this Invitation and shall evaluate all aspects of this PQ, the Tender and the Project that may affect, directly or indirectly, its participation in this PQ process and the Tender process. Failure of the Participant to examine the Invitation and any of its terms shall not release the Participant from its obligations pursuant to Invitation and full compliance with its PQ Submission.

14. Review of the PQ Submissions of the Eligible Participants

14.1. Following the announcement by the Tender Committee of the Eligible Participants, each Participant shall be entitled to review the Eligible Participants' PQ Submission and the resolutions of the Tender Committee, all in accordance with Sections 21(v) and 21(vi) of the Regulations, subject to payment of NIS 500 including V.A.T to the IAA and after prior coordination with the Secretary of the Tender Committee (the "Review").

14.2. The IAA shall have sole discretion with respect to the withholding of confidential information from the Review.

15. Pre-Qualification Costs

Unless otherwise explicitly provided in the Invitation, any and all costs and expenses incurred by the Participants in connection with its participation in the PQ process will be borne by such Participants. For the avoidance of doubt it is hereby clarified that the Participants shall not be entitled to claim any compensation or indemnification from the IAA with respect to any damage, loss, cost or expense incurred by a Participant as a

result of an act or an omission of the IAA in relation to the Tender and/or the PQ process, including any postponement, delay or cancellation of such process in its entirety.

16. **Reservation of Rights**

- 16.1. All Participants acknowledge that the description of the Project as specified in this Invitation is general and indicative only, and that the issuance of this Invitation is not intended to give rise to or create any representation, undertaking or warranty on behalf of the IAA or anyone on its behalf with respect to the Project.
- 16.2. Furthermore, IAA reserve the right to redefine the scope of works, and the terms and conditions for the selection of the Awarded Bidder in the Tender process (including additional pre-qualification or minimum requirements), as it shall deem appropriate.
- 16.3. Participation in this PQ process does not confer upon a Participant or an Eligible Participant any right with respect to the award of the Tender.
- 16.4. The issuance of this Invitation is not intended to guarantee the issuance of the Tender and/or execution of the Project or any part thereof. Without derogating from the generality of the foregoing, the IAA reserve the right not to proceed with this PQ process or with the Tender or any part thereof, and may terminate or cancel this PQ or any other procedures which are conducted with respect thereto, at any time, as it shall deem appropriate.
- 16.5. In the event that the Pre-qualification Process and/or the Tender was cancelled, and such cancellation was not for reasons attributable to the Participant, the Eligible Participants shall be entitled to a refund of the Participation Fee. Except for the refund of the Participation Fee, the Eligible Participants shall not be entitled to any additional refund or compensation of any sort. Each of the Eligible Participants agrees that any such refund shall serve as agreed compensation and shall be the full and exhaustive payment that the Eligible Participant shall be entitled to in connection with the Pre-qualification Process and/or Tender and their cancellation, and the Eligible Participant hereby waives and shall be prevented from raising any claim and/or demand with respect to any additional relief, remedy, compensation or indemnification related thereto.
- 16.6. It is expressly understood that the reliance by the Participants on a representation or information provided by the IAA with respect to the PQ and/or the Tender shall be done at the Participant's sole responsibility and risk. The IAA and anyone on its behalf, will not be responsible in any respect for any loss or damage whatsoever suffered by any Participant or anyone on its behalf, due to the use or reliance on such representation and/or information contained in this Invitation.
- 16.7. The IAA reserves the right to issue a new invitation for pre-qualification or other process with respect to the Project, which may include other Threshold Requirements, or require additional pre-qualification or minimum requirements in the Tender Documents, or issue a different procedure, inviting or not the

Participants to take part in such process in other way deemed appropriate, including alternatives not based on a tender.

- 16.8. Should any reservation, irregularity, error, modification or fault ("**Reservation**") appear in the Participant's PQ Submission, for any reason whatsoever (including if due to willful or negligent act of the Participant), the IAA shall be entitled, at its sole discretion, to take any or all of the following actions: (i) to disqualify the PQ Submission; (ii) to request from the Participant clarifications with regard to such Reservation and then accept or reject it, at its sole discretion; (iii) to disregard such Reservation in the evaluation of the Proposal and evaluate the PQ Submission without taking the Reservation into account;
- 16.9. Without derogating from the rights of the IAA under the Invitation and under any applicable law, the IAA will be entitled to disqualify any Participant, or impose any condition or instruction on its participation in the PQ process or the subsequent Tender Process in the event that the circumstances are such that the Participant no longer complies with any of the PQ Requirements (including in the event that the Participant's Security Clearance is no longer valid) and/or in any of the following events:
- 16.9.1. The commencement of bankruptcy, receivership, liquidation or reorganization proceedings against a Participant, or any similar situation, as determined by the IAA, unless such proceedings are discharged within a reasonable period of time, as determined by the IAA, or if an interim or permanent receiver or liquidator is appointed over a Participant, or if a Participant has become insolvent;
- 16.9.2. The commencement of any voluntary action for the liquidation of the Participant, except for the purposes of merger or restructuring on terms approved by the IAA in writing;
- 16.9.3. Any material breach of the provisions of the Invitation including but not limited to the submission of any false or misleading information to the IAA;
- 16.9.4. The Participant shall be required to notify the IAA of the existence, during the PQ process, of any of the events described in this Section 16.9, within a reasonable period of time, under the circumstances. The IAA may base its decision under this Section 16.9 on the information provided by the Participant as well as on any other information available to it and may request the Participant to provide it with additional information, as the IAA deems necessary.

17. **Intellectual Property**

The Invitation is and shall remain the property of the IAA, and is entrusted with the Participants for the sole purpose of the participation in the PQ process.

18. **Governing Law**

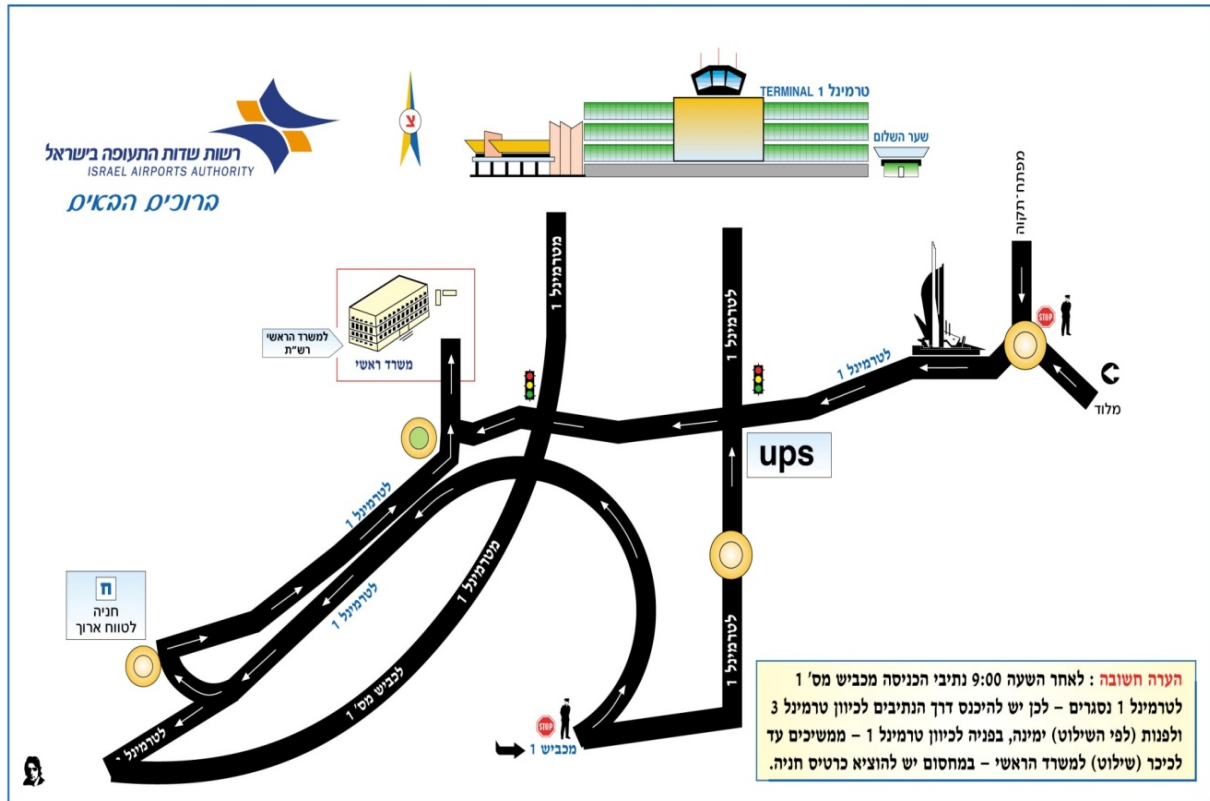
This Pre-Qualification and the Tender shall be governed and construed in accordance with the laws of the State of Israel, including the Mandatory Tenders Law, 5752-1992 and the Regulations.

The courts of Tel Aviv-Jaffa, Israel shall have exclusive jurisdiction in any and all disputes arising out of or relating to this Pre-Qualification process and/or the Tender.

Carmel Goldberg
Senior Contracts Manager
IAA Logistics Department

Map of Ben Gurion Airport

This map provides directions for delivery to the address stipulated in the Invitation. For removal of doubt it is clarified that any information included in this map or any error or omission therein, shall not derogate from the Participants' responsibilities to deliver the PQ Submissions on the Submission Date.



APPENDIX "A"

PRE-QUALIFICATION SUBMISSION FORM

To:

Israel Airport Authority

Re: Invitation to Participate in the Pre-Qualification Stage of Tender No. 2018/070/0462/00 for the Design, Supply, Installation and Maintenance of an Air Traffic Control Automation System for Ben Gurion Airport

In response to the Invitation to Participate in the Pre-Qualification Stage of Tender No. 2018/070/0462/00 for the Design, Supply, Installation and Maintenance of an Air Traffic Control Automation System for Ben Gurion Airport, issued on October 4 , 2018, (the "**Invitation**"), we the undersigned, _____ (name of Participant to be completed) after having thoroughly and carefully read the Invitation, are pleased to submit our PQ Submission.

1. We agree to all the provisions in the Invitation and we submit our PQ Submission in accordance with the terms and provisions contained therein.
2. We warrant that the PQ Submission is accurate, complete and up-to-date at the time of the Submission Date, in accordance with the requirements of the Invitation. The PQ Submission is genuine and not collusive or sham.
3. We acknowledge and accept the provisions of Section 16 (Reservation of Rights) of the Invitation, and without derogating from the generality of the foregoing, understand that the submission of our PQ Submission shall not be deemed in any way to create an obligation on the part of the IAA Tenders Committee to announce our compliance with the PQ Requirements and/or to declare us Eligible Participants; that the IAA Tenders Committee has the right to reject, as it deems appropriate, the PQ Submission submitted by the Participant; and that the Tender Committee has the right, as it deems appropriate, to annul the PQ process and to reject all PQ Submissions at any time, all, in accordance with the provisions of the Invitation.
4. The Participant shall be bound by its PQ Submission, which shall be valid for period as specified in the Invitation.
5. There are no actions or proceedings pending nor, to the best knowledge of the Participant and after due investigation, actions or proceedings which might result in any material or adverse change in the Participant's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
6. We have not, directly or indirectly, induced or solicited any other Participant to put in a false or sham PQ Submission, and have not by ourselves, or directly or indirectly, colluded, arranged or agreed with any Participant to secure any advantage against any other participant, or to secure any advantage against the IAA of anyone interested in the PQ;

7. Details of Participant:

Name: _____

Main proficiency (nature of the business): _____

Business Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

Website: _____

Registration Number: _____

Country of Incorporation: _____

Israeli

Representative*: _____

**for non-Israeli companies only, if such Israeli Representative exists*

Does the Participant have an Israeli subsidiary or affiliate company? Yes No

If yes – identify and provide

details: _____

Major Shareholders: _____

** please provide also details of parent company (if applicable)*

Executive Officers: _____

Authorized Signatories: _____

8. Compliance with Threshold Requirements

8.1. The Participant performed as a main contractor, within the eight (8) years immediately preceding the Submission Date, at least two (2) projects for the design, supply and installation of an air traffic control automation system (the "**Automation System**") and/or for the design, supply and installation of an Upgrade of Automation System, for two different clients, whereas:

8.1.1. At least one of the projects was performed and installed in a Eurocontrol member state;

8.1.2. As at the Submission Date, each of the Automation Systems had been delivered to the customer's use (following successful completion of acceptance tests);

8.1.3. As at the Submission Date, each of the Automation Systems is used as the customer's main operational system (not back-up);

8.1.4. Each of the Automation Systems is used for both en-route (ACC) and approach (APP) air traffic control;

- 8.1.5. Each of the Automation Systems supports multiple sensors using PSR and MSSR technologies, reception and processing of Mode S data and at least one of the following technologies: ADS-B, MLAT/WAM;
- 8.1.6. Each of the Automation Systems interfaces with at least one (1) external operational system that transfer aviation information such as FPL and related ATS messages (Flight Plan system, AMHS, etc.) and/or coordination notifications and flight guidelines systems (such as EFS and AODB).
- 8.1.7. At least one Automation System includes no less than twenty (20) operational controller working positions (CWP);
- 8.1.8. For each of the Automation Systems the Participant provides, as at the Submission Date, maintenance services that include at least period updates and upgrades for the system.
- 8.1.9. Each of the Automation Systems complies with the ICAO and Eurocontrol guidelines and standards specified below:

1	EUROCONTROL Specification for ATM Surveillance System Performance <i>EUROCONTROL-SPEC-0147</i>
2	EUROCONTROL Standard Document for Surveillance Data Exchange – ASTERIX Categories – 21,23,19,20,62,1,2, 34,48,8
3	EUROCONTROL Standard Document for Online data Interchange (OLDI) <i>EUROCONTROL-SPEC-0106</i>
4	EUROCONTROL Specification for ATS exchange presentation (ADEXP) interface <i>EUROCONTROL-SPEC-0107</i>
5	EUROCONTROL Specification for Short Term Conflict Alert
6	EUROCONTROL Specification for Minimum Safe Altitude Warning
7	EUROCONTROL Specification for Area Proximity Warning
8	EUROCONTROL IFPS interface specification
9	ICAO Procedures for Air Navigation Services. Air Traffic Management. Rules of the Air and Air Traffic Services Doc 4444, ATM/501/, Amendment 1
10	ICAO Annex 11 – Air Traffic services

Note as to section 8.1.9: The Participant shall specify which of the above listed guidelines and standards apply for each Automation System presented by the Participant for the purpose of demonstrating compliance with Threshold Requirement specified in this section 8.1; If the Automation Systems do not comply together with all guidelines and standards specified above, the Participant shall specify additional Automation Systems that comply with the remaining guidelines and standards (in a manner that a compliance will be demonstrated overall for all listed standards), provided however that such additional Automation Systems will comply also with the requirements specified in sections 8.1.2 and 8.1.3 and were performed within the ten (10) years immediately preceding the Submission Date.

An "**Upgrade of Automation System**" for the purpose of this section shall mean: design, supply and installation of components (hardware and/or software) in an existing Automation System, that requires the approval of the relevant civil aviation authority, including, replacement of operating system, additional functionalities for

the system such as CPDLC, change of major data structure such as FPL2012, addition of simulator that is part of the controllers training and certification process.

In order to demonstrate compliance with the above Threshold Requirements the Participant shall fill-in and attach to this PQ Submission Form a table in the format attached as Annex 1.

If the Bidder is required to specify additional projects in order to demonstrate compliance with the Threshold Requirement specified in section 8.1.9, it shall do so using the table in Annex 2.

8.2. The Participant's annual revenue (turnover) from its activities in the field of Air Traffic Management (ATM) in each of the five (5) fiscal years preceding the Submission Date is no less than USD 60,000,000 (excluding VAT).

The Participant shall submit a CPA confirmation in the format attached as Annex 3

9. Attached herein is the receipt for payment of the Participation Fee (by itself or by anyone on its behalf).
10. Detailed herein is information contained in the PQ Submission which the Participant considers to be confidential [to be completed in accordance with the provisions of Section 9.11 of the Invitation]:

Names and details of customers will remain confidential however, any other details and information required for demonstrating compliance with Threshold Requirements shall not be considered as confidential and will not be excluded from the other Participants' review.

11. We acknowledge and agree that the IAA, at its sole and absolute discretion, shall have the sole and independent discretion whether to accept said confidentiality request and we shall have no claim, demand and/or right regarding to or arising out of the aforesaid.

Name of Participant

Signature(s) and Corporate Seal

Date

Annex 1

Data and information necessary to demonstrate compliance with the Threshold Requirements specified in section 8.1 of the PQ Submission Form.

(Number of lines is for illustration purposes only. Participant may add additional lines as necessary)(Participant may attach a separate table in same format):

Requirement	Automation System No. 1	Automation System No. 3
Name of Customer and Location <i>(please specify if Airport Authority ,Air Navigation Service Provider , Civil Aviation Authority or other)</i>		
Approval Authority <i>(please specify if National Authority – CAA, Own Organization or other)</i>		
Customer Contact Details <i>(contact person title, telephone No. and e-mail address)</i>		
Project executed in a Eurocontrol member state (Y/N)		
Date of Final Acceptance of the Automation System or Upgrade of Automation System (as applicable) <i>(please specify also project starting date, current status and, if applicable, Warranty, Service & Maintenance commencement and end date)</i>		



<p>Description of the Automation System or Upgrade of Automation System (as applicable)</p> <p><i>Please refer to all of the following:</i></p> <p><i>Type of Usage: Enroute, Approach, other</i></p> <p><i>System Spread and Size: # of ATC facilities supported, # of ATCO Working Positions, # of Admin / Technical Working Positions.</i></p> <p><i>Supported Standards: the respondent shall refer at least to the standards at Section 7.2.</i></p> <p><i>Surveillance technologies and sizing: PSR, MSSR, Mode S, WAM, A-DSB, etc.</i></p> <p><i>Interfaces: to external information systems.</i></p> <p><i>Supported Protocols: such as, Asterix, OLDI, others.</i></p> <p><i>Alarm Functions and Capabilities: such as, STCA, MSAW, APW.</i></p>		
<p>Automation System has been delivered to the customer's use (following successful completion of acceptance tests) (Y/N, specify date)</p>		
<p>The Automation System is used (Y/N, please detail)</p> <p><i>Please specify lengths of time (with dates) during which the Automation System was used as the customer's main operational</i></p>		



system (not back-up) as well as the current status.		
Automation System is used for both en-route (ACC) and approach (APP) air traffic control (Y/N, please detail)		
The Automation System supports multiple sensors using PSR and MSSR technologies, reception and processing of Mode S data and at least one of the following technologies: ADS-B, MLAT/WAM (Y/N, please detail)		
Interfaces to external operational system that transfer aviation information such as FPL and related ATS messages (Flight Plan system, AMHS, etc.) and/or coordination notifications and flight guidelines systems (such as EFS and AODB) (Y/N, please detail)		
Number of operational controllers working positions (CWP) included in the Automation System		
Maintenance services provided by Participant with respect to the Automation System, as at the Submission Date (please detail and specify whether includes period updates and upgrades)		
Compliance with ICAO and Eurocontrol guidelines and standards**		

- * *Participant shall submit all relevant data and technical information that is required in order to demonstrate compliance with the Threshold Requirement.*
- ***The Participant shall specify which of the guidelines and standards (one or more) apply for the particular Automation System;*

Annex 2

Data and information necessary to demonstrate compliance with the Threshold Requirements specified in section 8.1.9 of the PQ Submission Form

(Number of lines is for illustration purposes only. Participant may add additional lines as necessary)(Participant may attach a separate table in same format)

	Name of Customer / Location	Description of the Automation System	Automation System has been delivered to the customer's use (following successful completion of acceptance tests) (Y/N, specify date)	Automation System is used as the customer's main operational system (not back-up) (Y/N, please detail)	Compliance with ICAO and Eurocontrol guidelines and standards*
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

****The Participant shall specify which of the guidelines and standards (one or more) apply for the particular Automation System;***

*****For the purpose of demonstrating compliance with this Threshold Requirement, the Participant shall also be entitled to specify the projects that were specified in its response to the Threshold Requirement specified in section 8.1.***

Annex 3 – Format of CPA Confirmation

[The Participant shall provide confirmation in the specified format on original letterhead of the Participant's authorized auditor.]

[Note: this confirmation shall be given based on the Participant's financial statements and in accordance with the local accounting principles. If the financial statements of the Participant were prepared in a currency other than the USD, the Participant's turnover shall be converted to USD according to the average official exchange rate in the relevant fiscal year]

Date: _____

As the duly appointed auditors of _____ (the "**Participant**")
we hereby confirm, that the Participant's annual revenue (turnover) from its activities in the field of Air Traffic Management (ATM) in each of the fiscal years 2013, 2014, 2015, 2016, 2017 is no less than USD 60,000,000 (excluding VAT).

Auditor's name and signature