



**ISRAEL AIRPORTS AUTHORITY**

**Incorporated by the Israeli Airports Authority Act, 1977**

**Tender No. 200006092 for the Supply of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) Systems**

**1. General**

The Israel Airport Authority (the "IAA"), hereby requests proposals to participate in an open tender for the supply, installation, commissioning of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) systems (the "Systems") and the provision of additional services in connection with the Systems for the IAA, all in accordance with the instructions for the bidders specified in this Request for Proposals (the "RFP") and based on the terms and conditions stipulated in the Tender Documents (as defined below) (the "Tender").

In connection with the aforementioned, the IAA invites any person and/or entity which complies with the requirements of this RFP (the "Bidder") to submit its competitive proposal, including, *inter alia*, its Technical Proposal and a Price Proposal, based on the Bill of Quantities that is attached to the Price Proposal (the "BOQ") (the Technical Proposal and Price Proposals, shall hereinafter be referred to together as the "Proposal"), all as stipulated herein and based upon the terms, covenants and provisions of this RFP and the Tender Documents.

The Tender process will be conducted via the "SourcingVision" e-tendering platform (the "Platform") – the Tender Documents will be issued and may be reviewed and the Proposals will be submitted through the "SourcingVision" platform, as further detailed in this RFP.

**This Tender is a competitive process conducted according to the Israel Mandatory Tenders Law 5752-1992, and the Tender Regulations 5753-1993. It is hereby emphasized that any reservations, comments or clarifications a Bidder may have regarding the terms of any of the Tender Documents, including this RFP and the Contract, should be submitted to the IAA as a Clarification Request (as defined under section 10 below) prior to the submission of the Proposal to the Tender. Furthermore it is clarified, that Bidders should not seek to alter any contractual terms, by marking changes and/or using other formats, and no changes to the terms and conditions of the Contract will be accepted by the IAA and after Submission Date.**

**2. Tender Documents**

2.1. The Tender documents consist of all the following (the "Tender Documents"):

2.1.1. This RFP, including all appendices listed below as well as any Amendment issued as part of this Tender process:

<u>Appendix A</u>	Statement Form
<u>Appendix B</u>	Table of Compliance
<u>Appendix C</u>	Price Proposal Form
<u>Appendix D</u>	Sourcing Vision Training manual for Bidders



- 2.1.2. Contract for the Supply of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) Systems, including the Technical Specifications and all other annexes (the "Contract").
- 2.2. The version of the Tender Documents that was issued by the IAA and uploaded to the Platform shall be the sole binding copy in respect of this Tender (the "**Binding Copy**"). The IAA is entitled to make changes to the Tender Documents during the Tender process and will update on the Platform if any such changes are made.
- 2.3. The Bidder is not entitled to make any modification of any kind in the Tender Documents. In this respect, it is emphasized that any other copy of the Tender Documents, including, without limitation, a copy which was printed by the Bidder and/or any other proposal form and/or statement form submitted by any Bidder and any other document which was edited by the Bidder and submitted to the IAA, shall not replace the Binding Copy and shall not prevail over the Binding Copy.

### 3. **Time 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 RFP, the expected schedule for the Tender and the submission of Proposals is as follows:

Date of Issuance of RFP	-	July 2, 2026
Last date for Clarification Requests	-	August 3, 2026
Last date for Registration to the Tender	-	August 26, 2026
Submission Date	-	August 27, 2026
Validity of the Proposals	-	February 28, 2027

- 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 to all Bidders pursuant to the provisions of Section 11 below. In any event of such extension, the rights and obligations of the IAA and of the Bidders previously subject to such deadlines shall be extended accordingly. For the removal of doubt it is clarified, that nothing herein shall be construed as granting an extension of any kind.
- 3.3. Any change and/or extension as aforementioned shall not derogate from any of the IAA's rights according to the Tender Documents and any applicable law, and the Bidders hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this regard.

### 4. **Review of the Tender Documents and Registration**

- 4.1. Any person and/or entity requesting to participate in the Tender can review this RFP on the IAA website at [www.iaa.gov.il](http://www.iaa.gov.il) (the "**Website**") under the "Tenders and Contracts" tab.  
All Tender Documents are available for review on the Platform which may be accessed through the link on the Website under the "Tenders and Contracts" tab.
- 4.2. Review of the Tender Documents shall be made available after completion of the



registration process through the Platform. Instructions for the registration and submittal of proposals via the Platform is available on the Website.

- 4.3. Any Amendment (as defined in Section 11 hereunder) issued by the IAA shall constitute an integral part of the Tender Documents, and can also be reviewed on the Platform.
- 4.4. Participation in this Tender process is subject to registration as a participant in the Tender through the Platform (the "**Tender Registration**").
- 4.5. A Bidder that did not complete the Tender Registration on or before the specified date shall not be entitled to submit a Proposal, and any Proposal submitted by such Bidder will be disqualified.
- 4.6. As part of the Tender Registration, each Bidder shall provide the IAA with its updated contact details, including its full name, identification number, address, phone number, facsimile number and e-mail address.
- 4.7. The IAA shall not be responsible and shall carry no liability for any damage and/or loss and/or expense and/or payment, of any kind whatsoever, incurred by a Bidder and/or to anyone on its behalf, due to any fault and/or error and/or omission with respect to the details provided by the Bidder as aforesaid, nor for any damage and/or loss and/or expense caused due to unavailability, error or malfunction of the Website and/or the Platform, and the Bidder hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect.

## 5. **Threshold Requirements**

Only Bidder who fully meets all the threshold requirements stipulated in this Section 5 (the "**Threshold Requirements**") shall be entitled to participate in the Tender:

- 5.1. Bidder, who is a manufacturer of VOR and DME systems, that designed, supplied and installed within the 10 years preceding the Submission Date, at least 10 VOR/DME systems in at least 2 airports, each with annual air traffic of at least 200,000 aircraft movements (take-offs and landings), whereas all of the following applies:
  - 5.1.1. For at least 5 of the systems referenced in section 5.1 above the Bidder was also responsible for commissioning (including flight check) compliant with ICAO Annex 10 (Aeronautical Telecommunications, Volume I: Radio Navigation Aids, July 2023 edition 8 including Amendment 93) and Annex 14 (July 2022 edition 9) requirements and ICAO Doc 8071 volume I - Testing of Ground-based Radio Navigation Systems, Fifth Edition, 2018;
  - 5.1.2. At least 5 of systems referenced in section 5.1 above were installed in at least 2 different EUROCONTROL countries (i.e. the country where the System was installed is a EUROCONTROL member country);
  - 5.1.3. At least one of the systems referenced in section 5.1 above included design, installation and integration of the System with central control management system (C-CMS);

## 6. **Eligibility and Participation**

- 6.1. In order to participate in this Tender, a Bidder must possess the relevant qualifications and comply with the Threshold Requirements that are specified in section 5 above.



Participation in this Tender process will be at all times subject to such Bidder's compliance with all of the terms and conditions set forth in the Tender Documents, in their entirety.

- 6.2. It is hereby emphasized that the Threshold Requirements and any other requirements stipulated in the Tender Documents must exist in the Bidder itself (unless explicitly specified otherwise). For the removal of doubt, Bidder cannot demonstrate compliance with Threshold Requirements by presenting the experience accumulated by its affiliated entities.
- 6.3. The submission of one Proposal by multiple entities (i.e. two or more entities who join together to submit one proposal) shall not be allowed, and any joint proposal shall be disqualified.
- 6.4. By submitting its Proposal the Bidder confirms that neither the Bidder nor any interested party therein nor directors or officers thereof are or shall be residents or nationals of a country which does not have diplomatic relations with the State of Israel and/or of a country which does not have full trade relations with the State of Israel.
- 6.5. Notwithstanding the above, it is clarified that for the purpose of demonstrating compliance with the Threshold Requirements specified in section 5.1, a Bidder shall be entitled to rely on experience acquired by a legal entity, whose business operation was purchased by the Bidder, by way of merger and/or other transaction for the transfer of assets and/or business activity (the "**Purchased Corporation**").

Should a Bidder wish to rely on the experience of the Purchased Corporation, the Bidder must attach to its Proposal documents and information attesting the merger and/or business acquisition and the experience acquired by such Purchased Corporation for the relevant period.

- 6.6. Any Bidder who previously entered into a contract with the IAA, and such contract was terminated by the IAA within the three (3) years preceding this Tender, as a result of the Bidder's non-compliance with the contract terms and breach of contract, shall not be entitled to submit its Proposal to this Tender, and in the event such Bidder does submit a Proposal – such Proposal shall be disqualified.
- 6.7. The IAA may, at its sole discretion, disqualify any Bidder who was announced, within the three (3) years preceding this Tender, 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.
- 6.8. In addition, the IAA shall be entitled, at its sole discretion and subject to giving the Bidder a right of objection thereto, to prevent participation in the Tender and/or disqualify the Proposal of a Bidder 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 Bidder, regarding services or works similar to those to be provided under the present Tender, including due to lack of trust, inappropriate behavior and/or significant dissatisfaction regarding the works and/or services provided to the IAA by such Bidder and/or anyone on its behalf.



## 7. Submission of the Proposals - Instructions to Bidders

- 7.1. Bidders shall prepare their Proposals in accordance with the requirements of the Tender Documents and as specified in this Section 7, and shall complete all relevant parts of the attached forms in an accurate and detailed manner, disclosing all the information requested.
- 7.2. All documents stipulated in this Section 7 shall be duly signed by the Bidder's authorized signatory, accompanied by Bidder's corporate seal.
- 7.3. All Proposals, including any supplementary materials, videos and printed literature shall be submitted in English only.
- 7.4. For the removal of doubt, it is clarified that any supplementary videos and/or printed literature submitted as part of the Bidder's Proposal shall be considered in the evaluation of its Technical Grade and shall not derogate, in any manner whatsoever, from any of the obligations and undertakings, as included in the Proposal submitted by such Bidder and/or any of its obligations pursuant to the Tender Documents.
- 7.5. The IAA shall not allow the submission of a partial Proposal and may disqualify any Proposal that shall be partial or incomplete.
- 7.6. The Proposal shall include all the following:

- (a) **Statement Form** - duly filled-in and signed authorized signatory of the Bidder. Bidder shall attach to its Statement Form all documents as specified therein that are required to demonstrate compliance with the Threshold Requirements;
- (b) **Technical Proposal** – the Bidder's technical offer for this Tender, demonstrating compliance with the Technical Specifications, which shall consist of the statement of compliance, including any document necessary to demonstrate compliance and including the statement of compliance - Table of Compliance ("TOC") prepared in accordance with the Technical Specifications (the "**Technical Proposal**");

Bidder's attention is drawn to clause 6.2 in Annex G of the Contract and the Mandatory Requirement specified therein. In this regard - prior to the submission of its Proposal, each Bidder may submit the details of the manufacturers of the items included in its proposal to be pre-approved by the IAA. In the event the Bidder proposes items that are not authorized by the IAA, such Bidder's Proposal may be disqualified, and the Bidder shall have no claim and/or demand towards the IAA in this regard.

- (c) **Tender Documents**, including this RFP, the Contract, their annexes and any Amendment issued by the IAA. All Tender Documents shall be initialed by the duly authorized signatory of the Bidder or stamped by Bidder's seal on each page, as acceptance of their terms and conditions;
- (d) **Price Proposal** – shall be filled in the designated BOQ Excel form on the Platform, according to the instructions therein and the Price Proposal Form (that is attached hereto as Appendix C, that should be signed by the Bidder's authorized signatory.

**It is emphasized that Bidder should not include any prices or information related to**



**its Price Proposal in the Technical Proposal. Non-compliance with such requirement may result in the disqualification of the Proposal.**

- 7.7. Submission Date - Proposals may be submitted via the Platform as of date of issuance of the RFP and no later than **August 27, 2026** at **10:00 AM**, Israel time (the "**Submission Date**").

The IAA shall be entitled, at its sole discretion, to change and/or postpone the Submission Date by posting the new Submission Date on the Website.

**Proposals cannot be uploaded to the Platform and may not be submitted after the Submission Date. Only Proposals that were properly uploaded to the Platform prior to the Submission Date shall be evaluated by the IAA.**

The IAA strongly encourages the Bidders to become familiar with the Platform and the instructions for submission in advance, in order to prevent and issues that may impair timely submission.

## 8. Validity of the Proposal

The Bidder's Proposal shall be valid until **February 28, 2027** ("**Proposal's Validity Date**"). The IAA shall be entitled, from time to time, and at its sole discretion, to extend the Proposal Validity Date for additional periods, by issuing a notice to the Bidders.

If an Awarded Bidder was announced, its Proposal's Validity Date shall be deemed extended until the Contract is signed with the Awarded Bidder.

## 9. Evaluation of the Proposals

The IAA's Tenders Committee will evaluate the Proposals to the Tender in accordance with the following process (the "**Evaluation Process**"):

### 9.1. Stage 1 – Compliance with the Threshold Requirements and General Submission Requirements

The IAA shall review the Bidder's Statement Form and other documents required under Section 7 above, and shall determine whether a Bidder fully complies with all requisite Threshold Requirements and any other general requirements for the submission of the Proposal in accordance with this RFP. For the removal of doubt it is clarified that the Technical Proposal shall not be evaluated at this stage.

The evaluation of the Proposals in Stage 1 shall be carried out on a "Go/No-go" basis and shall not be graded. Without derogating from the IAA's rights pursuant to Section 10 below, the Proposals of Bidders who do not fully comply with all the Threshold Requirements and general submission requirements may be disqualified. The IAA shall continue and review in Stage 2 only such proposals of Bidders who successfully passed Stage 1.

### 9.2. Stage 2 - Technical Proposal

The Bidders' Technical Proposal shall be evaluated in two sub-stages as follows:



- 9.2.1. Mandatory Requirements: In the first sub-stage of the evaluation of the Technical Proposal the IAA shall determine if each Bidder and/or the System proposed by such Bidder fully comply with all Mandatory Requirements stipulated in the Technical Specifications.

The evaluation of the Technical Proposals in this sub-stage shall be carried out on a "Go/No-go" basis and shall not be graded. **The Proposals of Bidders who do not fully comply with all the Mandatory Requirements may be disqualified, at the IAA's sole discretion.** The IAA shall proceed only with the review of the Technical Proposals of such Bidders who successfully passed this first sub-stage.

- 9.2.2. Review of Evaluation Criteria and Technical Grade: The IAA shall continue to evaluate the Technical proposals of such Bidders who comply (based on declarations only) with the Mandatory Requirements as aforesaid. The IAA will review each Bidder's TOC and the compliance of the Bidder's Technical Proposal with any and all requirements stipulated in the Technical Specifications.

As part of the evaluation of the Bidder's Technical Proposal, the IAA shall be entitled to conduct a visit to one of the sites of a project presented as part of the Bidder's Technical Proposal that was implemented in a Eurocontrol member state (the "**Site Visit**"). The IAA will examine the system implemented at the site may present inquiries regarding the material aspects concerning the installation and performance of the project. The Site Visit will take place at the Bidder's Eurocontrol member customer's facilities and will be coordinated with the Bidder. Location of the Site Visit must be such that the IAA personnel can visit and physically inspect (Bidder may suggest couple of alternatives). Specific guidelines and instructions for the Site Visit will be sent to each Bidder prior to its scheduled date. In the event the Site Visit cannot be coordinated and/or performed, due to reasons attributed to the Bidder and/or the customer it designated for the Site Visit, zero points will be given to the Bidder for this criterion.

The IAA shall examine the Bidder's Technical Proposal and shall give each Proposal a technical grade (the "**Technical Grade**") in accordance with the detailed criteria and relative weights, which were determined by the IAA prior to the Submission Date, of which the major criteria are detailed in the table below:

	Chapter / Subject	Points	Total weight
1	<b>System Architecture proposal</b>	12%	75%
	RF generation, CVOR/DVOR antenna array, DME antenna , Monitoring, Power supply architecture, lightning protection...		



2	<b>System Functional Requirements compliance</b>	12%	
	ICAO Annex 10, monitor logic, COS and integrity level		
3	<b>System interface and maintenance requirement compliance</b>	12%	
	Control system interface, Maintenance operations		
4	<b>Extra system Scope of Works organization adequacy (FAT/SAT organization, proposed support and supervision of the Installation contractor activities, etc...)</b>	12%	
	contractor input, validation and supervision, checkpoints		
5	<b>Support, assistance, repair service, delivery duration</b>	12%	
	obsolescence monitoring, assistance, service support, training, Spare, Repair contract, organisation, purchase time, packing list.		
6	<b>Proposed installation methodology, supplies other than VOR, etc.</b>	40%	
	Resources deployed, planning, suitability of proposed installation services		
7	<b>Site Inspection</b>  The site inspection shall include examination of the installation of systems with emphasis on factory installation process and project processes (planning versus execution) (5 %); Human Machine Interface & user interface (5 %); SLA - quality of service (5 %); The maintenance procedure (5%)		20%
8	<b>Quality of Proposal</b>  The quality of proposals will be formally evaluated and graded. Each proposal will be assessed based on the following qualitative criteria: - use of innovative practices, tools or technologies. - Overall structure, clarity, and readability of the submission. - Completeness of the proposal. Each proposal will receive a quality score as part of the overall evaluation and ranking process.		5%

9.2.3. The IAA shall evaluate the Technical Proposal on a scale of zero (0) to one hundred (100) points, according to said criteria and relative weights



**A precondition for evaluation of the Price Proposal will be a minimum Technical Grade of 80 points.** The Proposals of Bidders, who scored a Technical Grade of less than 80 points may be disqualified.

9.3. Stage 3 - Price Proposal:

9.3.1. The IAA shall continue to evaluate the Price Proposals of such Bidders that comply with the Threshold Requirements and general submission requirements, and who received a Technical Grade of at least 80.

9.4. Evaluation of the Price Proposal:

9.4.1. The IAA shall evaluate each Bidder's Total Evaluated Price, which shall be comprised of the sum of all of the different components in the BOQ and according to the relative weights specified therein (the "**Total Evaluated Price**" or "**TEP**").

9.4.2. For purpose of evaluation, the IAA shall add to the TEP of any Bidder, the sum of customs and other taxes applicable for the import of the System and the Spare Parts to Israel, according to the applicable customs and duties regulations, including those imposed in accordance with the Free Trade Agreements, and under the applicable HS Coding, valid on the Submission Date (the "**Import Taxes**")

9.4.3. In this RFP, the term "**Free Trade Agreement**" shall mean a bilateral agreement signed by the government of the state of Israel and the government of another country, for the implementation, elimination and/or reduction of customs and duties tariffs on imported products.

9.4.4. The Bidders acknowledge that the IAA is not in a position to provide tax advice, and it is strongly recommended that Bidders will consult with their tax advisor or customs agent, to determine the Import Tax consequences of their Proposals.

9.5. Announcement of the Awarded Bidder

9.5.1. **Selection criteria in this Tender shall be based fully (100%) on the Bidders' Price proposal.** Upon completion of the evaluation of the Proposals, and subject to all other rights reserved to the IAA under this RFP, the Bidder that: (a) has fully complied with all Mandatory Requirements and Tender Requirements; (b) scored a Technical Grade of at least 80 points; and (c) has submitted the lowest Total Evaluated Price, will be announced as the awarded Bidder with respect to this RFP (the "**Awarded Bidder**").

9.5.2. The announcement of a Bidder as the Awarded Bidder, any notice related thereto, any information related to disqualification and/or failure of a Bidder to comply with any of the requirements of this RFP, shall be delivered to the Bidders exclusively by the secretary of the IAA's Tender Committee (the "**Secretary**"). Any announcement and/or declaration submitted to Bidders in the matter mentioned above, whether orally or in writing, by any entity other than the Secretary, shall be deemed invalid, and Bidder shall not rely thereon in any manner and for any purpose or use. Bidder relying on such announcement and/or declaration shall do so at its own risks.



## 10. Clarifications to the Tender Documents

- 10.1. The Bidders are responsible for examining the Tender Documents with appropriate care and for being informed with any and all conditions which may in any way affect their participation in the Tender.
- 10.2. Prospective Bidders may raise questions, queries and requests for information and/or clarifications of the Tender Documents, including any reservations Bidders may have with respect to any of the terms of the Contract, by submitting their request through the Platform by no later than **August 3, 2026** (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.
- 10.3. All replies issued by the IAA to the Clarification Request shall be uploaded to the Platform and constitute an Amendment to the Tender Documents, as specified in section 11 below. The IAA may, but is not obligated to send the Amendments, in any way it deems fit, to those Bidders who completed the Tender Registration.
- 10.4. It is the Bidder's sole responsibility to ascertain if any Amendments were issued prior to the Submission Date, to consider its content and be familiar with its terms and the Bidder hereby irrevocably waives and shall be prevented from raising any claim and/or demand in this respect.
- 10.5. The IAA has no obligation to respond to any Clarification Request, or to amend the Tender Documents further to such Clarification Request. The IAA shall not be bound by, and Bidders shall not rely on any interpretation or clarification made orally by the IAA to the Tender Documents.

## 11. Amendments to the Tender Documents

- 11.1. At any time prior to the Submission Date, the IAA may, for any reason, modify the Tender Documents by issuing a document specifying the amendments that were made (herein an “**Amendment**”). Any Amendment will be issued through the Platform.
- 11.2. Only Amendments that were issued by the IAA through the Platform, whether on the IAA's initiative or as a response to Clarification Request in accordance with the provisions of Section 10 above, shall bind the IAA. The IAA shall not be held liable for, or be bound by any replies, information or instructions not issued pursuant hereto.
- 11.3. 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 Tender Documents or any part thereof, made by a Bidder in any manner whatsoever, may cause disqualification of such Bidder's Proposal, all in accordance with the IAA's sole and absolute discretion.
- 11.4. Without derogating from the aforementioned, Proposals, which contain any alteration, addition, omission, condition, limitation or show irregularity of any kind, may be rejected by the IAA. The IAA reserves the right to waive any irregularities, technicalities or informalities in any Proposal, and to reject any or all Proposals.
- 11.5. Any reservations, comments or clarifications a Bidder may have regarding the terms of the Contract should be submitted to the IAA as a Clarification Request prior to the submission of the Proposal to the Tender. It is emphasized that changes to the terms and



conditions of the Contract will not be accepted by the IAA and Bidders should not seek to alter any contractual terms after Submission Date.

- 11.6. Any modification of the Contract and/or any of the other Tender 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 section 11.1 above.

## 12. Deviation from Estimate

- 12.1. The Bidder hereby acknowledges that the IAA intends to perform an estimation of the cost underlying this Tender (the "**Estimate**"), and that such Estimate will be deposited in the Tender Box, prior to the Submission Date.

- 12.2. Without derogating from any rights of the IAA according to the Tender Documents and/or applicable law, the IAA shall be entitled to evaluate the Price Proposal of the Bidders in comparison to the Estimate.

- 12.3. In circumstances of a Material Gap (as defined below), the IAA shall be entitled to perform any or all of the following, at its sole and absolute discretion:

12.3.1. Perform any examination concerning such Material Gap between the Estimate and the Valid Proposals, by way of conducting a hearing in person or in writing and/or by way of reexamination by the IAA professionals of the Estimate and the relevant Price Proposal.

12.3.2. Disqualify such Proposal with respect to which a Material Gap exists, and under such circumstances, announce the Bidder with the second best Valid Proposal as the Awarded Bidder.

12.3.3. Make an announcement of the Awarded Bidder in accordance with the terms of the Tender Documents, despite the existence of a Material Gap.

12.3.4. Cancel the Tender, according to the provisions of section 13 below.

12.3.5. Instruct the Bidders to submit new and improved Proposals in a special procedure which will be carried out by the IAA for that purpose.

12.3.6. Decide on a partial performance of the work underlying the Tender and/or divide such work between several Bidders, and instruct all Bidders to offer alternative price proposals, corresponding to such partial performance demand (the "**Alternative Price Proposal**").

- 12.4. In this Section 12:

"**Valid Proposal**" shall mean a Price Proposal which complied with the threshold Requirements and all other requirements specified in the RFP through all stages up to the stage of the evaluation of the Price Proposal.

"**Maximum Deviation Rates**" shall mean the positive or negative rates of deviation from the Estimate that were determined by the Tenders Committee during the preparation of the Estimate.

"**Material Gap**" shall mean a positive or negative gap, as the case may be, between the lowest Valid Proposal, out of the Valid Proposals that are higher than the Estimate, and the Maximum Deviation Rates or between the highest Valid Proposal, out of the Valid Proposals that are lower than the Estimate, and the Maximum Deviation Rates.



- 12.5. It is further clarified, that the provisions of this Section 12 shall not derogate from the IAA's rights in accordance with regulations 21(a)(1) and 23(a) of the Tender Regulations, 5753 – 1993 (the "**Regulations**"), and the IAA shall be entitled, at its sole and absolute discretion, to demand from any Bidder who submitted a Valid Proposal to submit a renewed and improved proposal according to Section 17e(2) of the Regulations, in the event of any gap (positive or negative, as the case may be), which shall be discovered between the Price Proposal of such Bidder and the Estimate.
- 12.6. The Bidder hereby acknowledges the IAA's rights and prerogatives as stipulated in this Section 12, and fully and irrevocably waives, and shall be prevented from raising any demand and/or claim in connection with the IAA exercising such rights.
- 12.7. For the removal of doubt it is clarified that nothing in this section 12 shall derogate from any of the IAA's rights pursuant to section 13 below.
13. **Reservation of Rights**
- 13.1. The IAA reserves the right to reject any or all Proposals and/or to reissue and/or to cancel this Tender process, and/or to alter or amend this RFP, for any reason and at its sole discretion.
- 13.2. It is hereby expressly clarified that the IAA shall not be obligated to accept the best Price Proposal or any of the Proposals to this RFP.
- 13.3. Notwithstanding any of the above, the IAA reserves the right to cancel the Tender and/or not to sign the Contract with the Awarded Bidder, for any reason whatsoever, at its sole discretion and without having to provide reasons for its so doing. In the event that the Tender was cancelled after the announcement of an Awarded Bidder, regardless if the Contract was signed or not, the Awarded Bidder shall not be entitled to any refund or compensation of any sort. The Awarded Bidder 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.
- 13.4. It is clarified, that in the event that the Tender is cancelled and/or that the IAA decides at its sole discretion not to engage with the Awarded Bidder, the IAA shall be entitled, *inter alia*:
- 13.4.1. to approach the second ranked Bidder (whose Price Proposal was the lowest of all the Valid Proposals, besides the Proposal of the Awarded Bidder); and/or
- 13.4.2. to issue a new tender; and/or
- 13.4.3. to take any other actions in accordance with applicable law, for the execution of the Project.
- 13.5. Without derogating from the IAA's rights as specified in the Price Proposal Form, the IAA may request from any of the Bidders to clarify, supplement, and/or amend any item contained in its Proposal 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 Proposal (including with regard to the Threshold Requirements, the Technical Proposal and the Price Proposal).
- 13.6. Bidders shall comply with any request for clarification of the Proposal issued by the IAA and shall submit all clarifications and additional information requested within the time



period stipulated in such request. Bidder's response to the request issued by the IAA, shall be attached to the Bidder's Proposal, shall form an integral part of the Proposal, and shall replace and/or take precedence over corresponding items in the Proposal that are lacking or contradictory to the said response.

14. **Signature of the Contract**

The Awarded Bidder shall execute and deliver to the IAA the duly signed Contract within 10 days following the announcement by the IAA of such Bidder as the Awarded Bidder in accordance with Section 9.3. The Contract will enter into force only upon its signature by the IAA. For the removal of doubt it is clarified that the Contract constitutes an integral part of the Tender.

15. **Responsibility of Bidders**

Each Bidder shall carefully examine this RFP (with all its appendices and attachments) and shall evaluate all aspects of the Tender and the Project that may be deemed to affect, directly or indirectly, its participation in the Tender and its Proposal. Failure of the Bidder to examine the Tender Documents and any of their terms shall not release the Bidder from its obligations pursuant to the Tender Documents and full compliance with its Proposal.

16. **Review of the Awarded Bidder Proposal**

16.1. Following the announcement by the Tenders Committee of the Awarded Bidder, each Bidder shall be entitled to review the Awarded Bidder's Proposal and the resolutions of the Tenders Committee, all in accordance with Sections 21(v) and 21(vi) of the Regulations, subject to payment of NIS 500 plus V.A.T to the IAA and after prior coordination with the secretary of the Tenders Committee (the "**Review**").

16.2. A Bidder that is in the opinion that certain parts of its Proposal constitute commercial or professional secret which should remain confidential during the Review, shall mark the relevant parts as "confidential" and specify the reasons for such request in the designated place in the Statement Form (the "**Confidentiality Request**"). Notwithstanding the above, any prices included in the Proposal, and any information necessary for demonstrating compliance with the Threshold Requirements and the Mandatory Requirements shall not be considered confidential information.

16.3. The IAA shall have sole discretion with respect to accepting or rejecting the Confidentiality Request, and the withholding of confidential information from the Review.

17. **Tender Costs**

Unless otherwise explicitly provided in the Tender Documents, all costs and expenses incurred by the Bidder in connection with its participation in the Tender shall be borne by the Bidder. For the avoidance of doubt it is hereby clarified that the Bidder shall not be entitled to claim any compensation or indemnification from the IAA with respect to any damage, loss, cost or expense incurred as a result of an act, or an omission of the IAA in relation to the Tender, including any cancellation, postponement or delay suffered as a result or during the Tender process.

18. **Intellectual Property**

The Tender Documents are and shall remain the property of the IAA, and are entrusted with the Bidders for the sole purpose of the participation in the Tender.



19. **Governing Law**

This RFP 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 Tender Regulations 5753 – 1993.

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

Michael Grinberg,

Contracts Manager

IAA Contracts and Purchasing Department



APPENDIX A

Statement Form

**Tender No. 200006092 for the Supply of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) Systems**

This Statement Form constitutes an integral and inseparable part of our Proposal to Tender No. 200006092 for the Supply of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) Systems, pursuant to the terms of the RFP issued by the IAA and the Tender Documents.

All capitalized terms in use in this Statement Form shall have the meaning ascribed thereto in the RFP and the Tender Documents.

1. Details of Bidder:

Name: \_\_\_\_\_  
*Business*  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Registration Number: \_\_\_\_\_  
 Country of Incorporation: \_\_\_\_\_

Israeli Representative\*: \_\_\_\_\_

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

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

*If yes – identify and provide details:*

Authorized Signatories: \_\_\_\_\_

2. We, the undersigned (the "**Bidder**"), hereby represent and warrant that Bidder is in full compliance with all the Threshold Requirements stipulated in section 5 to the RFP.

**The Bidder shall fill-in the attached table and provide the information required in order to demonstrate compliance with the Threshold Requirements.**

2.1. The Bidder is a manufacturer of VOR and DME systems, that designed, supplied and installed within the 10 years preceding the Submission Date, at least 10 VOR/DME systems in at least 2 airports, each with annual air traffic of at least 200,000 aircraft movements (take-offs and landings), whereas all of the following applies:

2.2. For at least 5 of the systems referenced in section 2.1 above the Bidder was also responsible for commissioning (including flight check) compliant with ICAO Annex 10 (Aeronautical



Telecommunications, Volume I: Radio Navigation Aids, July 2023 edition 8 including Amendment 93) and Annex 14 (July 2022 edition 9) requirements and ICAO Doc 8071 volume I - Testing of Ground-based Radio Navigation Systems, Fifth Edition, 2018)

- 2.2.1. At least 5 of systems referenced in section 2.1 above were installed in at least 2 different EUROCONTROL countries (i.e. the country where the System was installed is a EUROCONTROL member country);
- 2.2.2. At least one of the systems referenced in section 2.1 above included design, installation and integration of the System with central control management system (C-CMS);

3. The Bidder further represents, agrees and undertakes as follow:

- 3.1. The Bidder is duly incorporated, organized and validly existing under the laws of the jurisdiction in which it was organized;
- 3.2. The Bidder shall be bound by the Proposal and any provision stipulated thereto, including any and all the terms and conditions stipulated herein, which shall be valid for the entire Contract term.
- 3.3. Neither the Bidder nor any interested party therein or directors or officers thereof are residents or nationals of a country which does not have diplomatic relations with the State of Israel and/or of a country which does not have full trade relations with the State of Israel;
- 3.4. The Bidder has all requisite corporate power and authority and all the approvals, permits, licenses, etc. for the ownership and operation of its properties and for the carrying on of its business as currently conducted (including the participation in this Tender and all of its undertakings under the Tender Documents);
- 3.5. There are no actions or proceedings pending nor, to the best knowledge of the Bidder and after due investigation, actions or proceedings which might result in any material or adverse change in the Bidder's business, operations, affairs, condition, assets, prospects, cash flow or any of its properties or assets;
- 3.6. After having thoroughly and carefully read the Tender Documents, we hereby acknowledge and declare to have studied and satisfied ourselves as to all relevant matters and details which can affect the execution of the Project by us in accordance with the provisions of the Contract, including, without limitation, the scopes of supply, Works and Services and their completion periods, all risks related in the Technical Specifications (financial and technical), and fully understanding the substance of the Project and required Works, Equipment, Services and risks, are pleased to submit our Proposal as defined in the Tender Documents;
- 3.7. We agree to all of the provisions of the Tender Documents and we submit our Proposal in accordance with the terms and provisions contained therein;
- 3.8. We have all rights and are legally entitled to use all information and intellectual property contained in the Proposal;
- 3.9. The proposal is accurate, complete and up-to-date on the Submission Date, in accordance with the requirements of the Tender Documents;
- 3.10. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, corporation, company, voluntary association, partnership, trust, or unincorporated



association;

- 3.11. The Proposal is genuine and not collusive or sham;
  - 3.12. We have not, directly or indirectly, induced or solicited any other Bidder to put in a false or sham Proposal, and has not by itself, or directly or indirectly, colluded, arranged or agreed with any Bidder to secure any advantage against any other Bidder, or to secure any advantage against the IAA of anyone interested in the Project;
  - 3.13. We participate in the Tender in accordance with the provisions of the Tender Documents.
  - 3.14. We understand that the submission of our Proposal shall not be deemed in any way to create an obligation on the part of the IAA to award us with the Contract; that the IAA has the right to reject, as it deems appropriate, the Proposal submitted by us; and that the IAA has the right, as it deems appropriate, to annul the Tender Process and to reject all Proposals at any time; and
  - 3.15. Incorporated hereto, made an integral part of the Proposal, are all Tender Documents, attachments, annexes and appendices (including this statement).
  - 3.16. Neither the execution, delivery and performance of our respective obligations pursuant to the Contract (i) contravenes or violates any provisions of any law; (ii) conflicts with or violates in any material respect any provisions of the Bidder's Articles of Association; or (iii) conflicts, violates or will result in a breach, of any of the terms, covenants, conditions or provisions of any Contract or instrument to which the Bidder are party to, or by which they or any of their properties or assets are bound or to which they are subject, or constitutes a default under such agreement or instrument.
  - 3.17. The Bidder acknowledge and agree to the powers and rights of the IAA as stipulated in the RFP and hereby fully and irrevocably waives, and shall be precluded from raising any claim and/or demand in connection with the IAA exercising such powers in connection with this Tender and/or arising as a result of their implications.
4. In accordance with section 16.2 of the RFP and for the reasons specified below, we hereby request that the following documents shall remain confidential:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We acknowledge and agree that the IAA, at its sole and absolute discretion, shall have the sole and independent discretion whether or not to accept said confidentiality request and we shall have no claim, demand and/or right regarding to or arising out of the aforesaid.

Without derogating from the above, we are aware that any and all parts of our Price Proposal as well as any information required for demonstrating Bidder's compliance with the Threshold Requirements, shall not be confidential.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature(s) and Corporate Seal

\_\_\_\_\_  
Date



Location of the Project			
Customer Details ( <i>Name of customer, contact person title, telephone No. and e-mail address</i> )			
Date			
Airport located in a Eurocontrol member state [Y/N]			
Airport's annual air traffic of at least 200,000 movements (take-offs and landings) [Y/N]			
Description of the System			
The Bidder was responsible for commissioning including flight check compliant with ICAO Annex10 [Y/N, please specify Bidder's role and tests performed]			
The projects included design, installation and integration of the System with central control management system (C-CMS)[Y/N]			



**APPENDIX B**  
*- Table of Compliance -*



## APPENDIX C

### - Price Proposal Form -

(To be completed and signed by the Bidder and attached to the Proposal)

To:  
Israel Airport Authority

Dear Sirs,

### **Re: Tender No. 200006092 for the Supply of VHF Omnidirectional Range (VOR) and Distance Measuring Equipment (DME) Systems**

We, the undersigned (the "**Bidder**"), hereby confirm and certify that we have read, understood and examined carefully the Tender Documents, including, but not limited to, the provisions of the Contract and the Technical Specifications, and have fully familiarized ourselves with all aspects of the Project and the terms, conditions and undertakings that shall apply to the engagement between the IAA and the Awarded Bidder, and that after having all of the above into consideration we hereby submit our Price Proposal for the Tender.

By affixing its signature on this Price Proposal Form and submitting the Price Proposal via the "SourcingVision" Platform the Bidder certify that all the information provided by Bidder in its Price Proposal is accurate, complete and up to date at the Submission Date and that in the event that Bidder is declared as the Awarded Bidder, it shall be bound by the Price Proposal and any price stipulated thereto, including any and all the terms and conditions stipulated herein, which shall be valid for the entire term of the Contract.

Except as specifically defined, added or modified herein, all terms used in this Price Proposal Form shall have the same meaning ascribed to them under the Tender Documents.

#### **1. General Information**

- 1.1. Each Bidder shall fill in the Price Proposal table - BOQ on the Platform, in accordance with the terms, guidelines and instructions set forth herein.
- 1.2. The Bidder's Proposal to the Tender shall include only one Price Proposal.
- 1.3. The proposed prices will be quoted in New Israeli Shekels or in foreign currency [US Dollar, Euro, or British Pound only].

**Bidders' attention is drawn to the fact that after selecting the proposal currency, the "Save" button must be pressed in the system, otherwise the proposal will be submitted in New Israeli Shekels (which is the default currency).**

For the purpose of evaluation, the proposed prices quoted in foreign currency shall be converted by the IAA to NIS according to the representative currency exchange rate published by the bank of Israel, known at the Submission Date.



- 1.4. All amounts quoted in the Price Proposal shall be exclusive of VAT.
- 1.5. Spare Parts Price List – The Bidder shall provide with its Proposal a part list covering one complete conventional CVOR, one complete High Power DME, one complete doppler VOR and one complete low Power DME and containing all parts with their part name, part number, part description, the number of LRU's in the system (per subsystem) and a unit price. This list will be annually updated to allow IAA to purchase any items included (the "Spare Parts List").
- 1.6. The Official Customer Price Index in the country of residence of the Bidder known on Submission Date is: \_\_\_\_\_ (the "CPI") and is published at (*enter website*):\_\_\_\_\_.
- 1.7. Bidder acknowledges that the IAA shall add to the total price of its Price Proposal, the sum of custom taxes applicable to the import of the equipment proposed by the Bidder.  
  
It is emphasized that the IAA is not in a position to provide tax advice, and that it is strongly recommended that we consult with a tax advisor or customs agent with respect.
- 1.8. The Bidder shall stipulate the HS Coding of the System and the Spare Parts proposed by it. "HS Coding" shall mean: a four digits (or more) tariff number of the internationally standardized Harmonized Commodity Description and Coding System (HS) for classifying traded products, developed and maintained by the World Customs Organization (WCO). The HS Coding of the System and the Spare Parts proposed by us is : \_\_\_\_\_.

## 2. Guidelines and Instructions

- 2.1. The IAA wishes to draw the Bidders' attention to the manner of submitting the Price Proposal through the Platform:
  - 2.1.1. In the column titled "**Offer**" – the Bidder shall quote the price it propose for each item.
  - 2.1.2. In the column titled "**Total**" – the weighted price, which is the result of multiplying the "**Quantity**" and "**Offer**" columns, will be automatically calculated in the system.

The Bidder should make sure all fields were filled correctly.
- 2.2. The form the Bidders are required to fill-in through the Platform is a shorter version of the BOQ that summarizes the different chapters. The Bidders should note the full version of the BOQ that is attached as part of the Tender Documents – this is attached as guidance and should not be filled-in.
- 2.3. The Price Proposal submitted by the Bidder shall be completed in full. As such: (i) Bidders are required to stipulate in each column and row of the tables in the BOQ, all relevant information, as requested. Bidders are not entitled to delete, ignore or omit any of the columns and rows of said tables.
- 2.4. The Bidder shall not stipulate negative prices or discount percentages (as applicable). Should the Bidder stipulate negative prices, or if the Bidder did not quote a price for any item, the IAA shall be entitled, at its sole and absolute discretion, to attribute to such components a price of "0", and this without derogating from Bidder's full responsibility to



- provide the IAA with said equipment, products and/or services, in accordance with the terms and conditions of specified in the Tender Documents, free of charge.
- 2.5. Bidders are not entitled to express any reservations, conditions or otherwise set any limitations with respect to the Price Proposal and/or to any item or component or service contained therein.
  - 2.6. Should any reservation, arithmetic error, modification or fault appear in the Bidder's Price Proposal, for any reason whatsoever (including if due to willful or negligent act of the Bidder), the IAA shall be entitled, at its sole discretion, to take any or all of the following action: (i) to disqualify the Proposal; (ii) to request from the Bidder clarifications with regard to such reservation, error, modification or fault and then accept or reject it, at its sole discretion; (iii) to disregard such reservation, error, modification or error in the evaluation of the Proposal;
  - 2.7. Should the Bidder quote by mistake, a price in the wrong column or wrong row of any of the tables, the IAA shall be entitled, without prejudice to any other remedy at its disposal pursuant to this section and any applicable law, to consider this price as if quoted for the relevant item.
  - 2.8. Should the Bidder stipulate one price for numerous components, the IAA shall be entitled, without prejudice to any other remedy at its disposal pursuant to this section 2 and any applicable law, to consider this price as relating, separately, to any of the components, or otherwise, as if it relates jointly to all of the components.
  - 2.9. Should the Bidder stipulate numerous prices for the same component, then without prejudice to any other remedy at its disposal pursuant to this section 2 and any applicable law, the IAA shall be entitled to consider the lowest price as the relevant price for said component, for the purpose of evaluating Bidder's Price Proposal and determining the consideration to be paid to such Bidder. The above mentioned in this section shall also apply in circumstances in which the Bidder divided a component into numerous sub-components.
  - 2.10. Should the Bidder stipulate a price which does not correspond to the quantitative information stipulated by the IAA (e.g., the quantitative information related to weight, size, time, numbers, quantities, etc.), the IAA shall be entitled, without prejudice to any other remedy at its disposal pursuant to this section 2 and any applicable law, to consider the stipulated price as if applying to the quantitative information provided by the IAA.
  - 2.11. Should the Bidder stipulate prices for other items than those specified in the tables ("Alternative Items"), the IAA shall be entitled to attribute the prices stipulated by the Bidder with respect to the Alternative Items to the items specified by the IAA for which the Bidder did not quote a price.
  - 2.12. Should the Bidder stipulate one price for numerous components, the IAA shall be entitled, without prejudice to any other remedy at its disposal pursuant to this section and any applicable law, to consider this price as relating, separately, to any of the components, or otherwise, as if it relates jointly to all of the components.
  - 2.13. Should the Bidder stipulate a price which does not correspond to the qualitative standards regarding a service, as stipulated by the IAA, the IAA shall be entitled, without prejudice to any other remedy at its disposal pursuant to this section and any applicable law, to



consider the price stipulated by the Bidder as applying to the qualitative standards stipulated by the IAA.

- 2.14. In the event that the mathematical calculation of the total price stipulated in each of the sections of the Price Proposal does not correspond to the prices, the quantities or the percentages stipulated by the Bidder in the relevant rows of such section thereof, the IAA will be entitled to recalculate such totals, taking into account the prices, the quantities or the percentages stipulated by the Bidder in the relevant columns and rows of such section.
- 2.15. For the avoidance of doubt, it is clarified that the rights hereby provided to the IAA shall not derogate from any of the IAA's rights to handle any reservation, calculation error or modification in the Bidder's Price Proposal in any manner as the IAA deems fit, according to its sole discretion. It is further clarified that the rights provided herein may be exercised separately or jointly, in whole or in part, and as many times as necessary, all in accordance with the IAA's sole discretion.
- 2.16. By affixing its signature on this Price Proposal the Bidder fully and irrevocably warrants and undertakes that it acknowledge and agree to the powers of the IAA as stipulated herein, and Bidder hereby fully and irrevocably waives, and shall be precluded from raising any claim and/or demand in connection with the IAA exercising such powers and/or arising as a result of their implications, including such claims and demands regarding manipulation of tender and lack of equality.
- 2.17. For the removal of doubt, nothing herein shall derogate from any of the rights of the IAA pursuant to sections 14-15 of the RFP.

### **3. Representations, Warranties and Undertakings of the Bidder**

Without prejudice to any of the above, Bidder hereby fully and irrevocably represent, warrant and undertakes, as follows:

- 3.1. We hereby certify that we have read, understood and examined carefully the Tender Documents, including, but not limited to, the provisions of the Contract and the Technical Specifications, and have fully familiarized ourselves with all aspects of the Tender and have all the knowledge, experience, qualifications and ability to carry out the obligations set under the Contract in accordance with the Tender Documents. We have thoroughly and carefully examined and understood all relevant matters and details which can affect the execution of the Contract, including, without limitation, the scopes of supply, works and services and their completion periods, all risks related in the Technical Specifications (financial and technical).
- 3.2. We further certify that we received from the IAA any requested and relevant information in connection with the Tender and the Tender Documents, and we fully and irrevocably waive any claim and/or demand in this regard.
- 3.3. We further confirm we have received from the IAA any requested and relevant information in connection with the Tender and the Tender Documents, and we fully and irrevocably waive any claim and/or demand in this regard.
- 3.4. We hereby offer to the IAA, the execution of all undertakings contained in the Tender Documents, in their entirety and in due time, in accordance with the Contract, against payment of the proposed prices specified in the BOQ that is attached to this Price Proposal Form, and subject to the provisions of this Price Proposal Form.



- 3.5. We are aware and agree that the quantities and components are stipulated in the BOQ for evaluation purposes only, that the IAA reserves the right purchase different quantities and components under the Contract or even to refrain from buying a specific component according to its sole and absolute discretion, and that we shall have no claim and/or demand towards IAA in this regard. We are aware and agree that the final and definitive quantities of components to be purchased by the IAA shall be finalized upon signature of the Contract.
- 3.6. We and/or anyone on our behalf did not make any proposal and/or gave and/or was given, whether directly and/or indirectly, any benefit, funds or anything of value with the purpose of influencing, directly and/or indirectly, the IAA's (including its employees and anyone on its behalf) decision to engage with us in any agreement.
- 3.7. The provisions of the Contract are comprehensible to us, and in the event we shall be declared as the Awarded Bidder, we hereby undertake to execute the Contract (as may be further amended in the framework of the Tender process), on the date specified by the IAA. We hereby give our consent, without reservation, to the content of the Contract and its exhibits.
- 3.8. We are aware that the information provided by the IAA in the framework of the Tender and this Price Proposal, is intended for illustration purposes only, and as such does not and will not constitute any representations or undertakings of the IAA. The provision of this information shall not impose any liability on the IAA and shall not derogate from any of our undertakings detailed in the Tender Documents.
- 3.9. We are aware of the manner in which the different components of the Price Proposal will be evaluated according to the weights attributed to such components.
- 3.10. Our Price Proposal is full and complete and includes all inputs and/or costs and/or expenses, of any kind whatsoever, in connection with the performance of Bidder's obligations according to the Contract and the Technical Specifications.
- 3.11. All the information given by us in this Proposal Form and the Bidder's Statement Form is accurate, complete and up to date at the time our Price Proposal is submitted and in case we are declared as the Awarded Bidder, such declaration shall be made based upon our statements and representations in our proposal.
- 3.12. We are aware that nothing in the aforesaid limit or derogate from our undertakings in the Contract and its annexes.
- 3.13. We shall be bound by our Price Proposal, including any and all the terms and condition stipulated thereto, which shall be valid until the date stipulated in section 9 of the RFP;
- 3.14. Without derogating from any of Bidder's representations and warranties as specified in this Price Proposal, Bidder further represents and warrants as follows:
- (a) Neither the Bidder nor anyone on its behalf has received, offered, paid or promised to pay, either directly or indirectly, anything of value to any official or employee of the IAA and/or any other Bidder in an effort to affect the decision of the IAA with respect to this Tender process and/or the Invitation.
- (b) Neither the Bidder nor anyone on its behalf, including its employees, has collaborated with or solicited the IAA or any official or employee of the IAA and/or any other



Bidder, directly or indirectly, for the purpose of receiving or disclosing confidential information with regard to the Tender.

- (c) Neither the Bidder nor anyone on its behalf, has collaborated with or solicited the IAA or any official or employee of the IAA and/or any other Bidder, directly or indirectly, for the purpose of determining prices or payments in an artificial or non-competitive way.
- (d) Bidder's Proposal to the Tender was prepared by the Bidder itself, was not presented to or coordinated with any other potential Bidder in an attempt to influence a proposal of any Bidder or dissuade any Bidder from submitting a proposal to the Tender
- (e) The Bidder agrees that in the event of a violation of any of Bidder's warranties in this section 3.14, the IAA shall be entitled, at any time and at its sole discretion, to disqualify Bidder's Proposal to the Tender, and the Bidder hereby waives any claim and/or demand with respect to such disqualification.

---

Name of Bidder

---

Signature(s) and Corporate Seal

---

Date



## APPENDIX D

- Sourcing Vision Training manual for Bidders -