

Date: 6.10.2022

To: Tender Participants

Re: E-Tender (Online) No. 51/22 For the Supply, Implementation & Support of a Charging Management System for Bus Depots (the "Tender")

Clarification Notice no. 4

Ayalon Highways Co. Ltd. (the "**Company**") is hereby publishing a clarification to the Tender Documents, as follows:

The following wording shall replace sections 18.4 to 18.5 Volume B (the Agreement):

- 18.4 Without derogating from the Supplier's liability under this Agreement and/or any law, the Supplier hereby declares that it has obtained insurance policies as set forth below, in a reputable insurance company, to protect itself, its partners, any person or entity under its service or employed by it as well as the Company:

18.4.1 General Liability/Third Party Legal Liability Insurance Policy providing the Supplier cover in case of any breach of legal liability including damages or injury to another person or their property while performing the Agreement, within limits of no less than \$ 1,000,000 (million US Dollar) per event and in aggregate. The policy shall include the Company as additional insured and shall also include the Cross Liability Clause.

18.4.2 Worker's Compensation Insurance or any other similar form of employees social/national insurance required in the place of performance of the Agreement.

18.4.3 Cyber, Professional and Product Liability Insurance Policy (E&O) providing the Supplier with a cover in the event of any act of negligence, error or omission while executing the Agreement, within limits of no less than \$2,000,000 (two million US Dollar) per event and in aggregate. Such insurance shall not include limitations and /or exclusions of employees' dishonesty, loss of documents, loss of use or delay, breach of intellectual property rights, breach of the duty of confidentiality, breach of privacy laws, damage or harm to databases, software, hardware and internet sites. The insurance shall include the company as additional insured and shall also include the Cross Liability Clause.

18.4.4 Any other insurance required under any applicable law.

18.5 The Supplier undertakes to maintain the insurances under section 18.4.3 above for 7 years following the Period of Engagement.

This document is integral part of the Tender Documents, and the Participant is requested to attach a signed copy thereof to its Proposal.

Name of Participant: _____ Participant's Signature:
_____ Date: _____