

Date: January 19, 2021

To: Participants of the Tender,

**Re: E-Tender (Online) No. 33/20 for Design ,Acquisition ,Implementation & Maintenance  
of In Motion Vehicle Charging system (the "Tender") - Clarification Notice no.3**

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

**1. Clarification regarding the Tender stages and proceedings:**

Below is a non-binding and partial summary stipulating main Tender stages and timelines.

This summary does not derogate from any provisions stipulated in the Tender documents and requirements, and is partial only. In For the avoidance of doubt, the provisions of the Tender documents and requirements prevail and oblige.

- I. PRE-QUALIFICATION REQUIREMENTS – as detailed in clause 4 to Volume A. Will be examined according to the Tender Proposal, to be submitted by all Bidders no later than 1.3.2021 at 12:00 (noon, Israel time).
- II. PROOF OF ABILITY STAGE – as detailed in clause 5 to Volume A. Will be submitted only by Bidders who receive a notice of complying with all the PRE-QUALIFICATION REQUIREMENTS (the "Notice"). PROOF OF ABILITY STAGE will be examined according to requirements set in Volume C to the Tender documents, and via one of the following:
  - (A) POC/ POD reports delivered to the Company by the Bidder no later than 6 months after receiving the Notice. Or:

(B) Conducting such tests and reports at the Company's facilities and according to its Instructions. A Bidder which shall be interested in conducting the tests and Reports at the Company's facilities, must present its request to the Company, in writing, no later than 3 months after receiving the Notice.

III. Entering the Repository of Framework Suppliers by Bidders which have proven compliance with the PROOF OF ABILITY STAGE.

IV. SPECIFIC TASKS as detailed in Volume A to the Tender documents (Including optional additional requests for data and Volume D requirements).

**2. Clarification questions - Response:**

#	Document	Chapter and clause	page	Question	Response
1	Volume A	Appendices	6	During the current coronavirus crisis ,it might be difficult for applicants to meet a lawyer in person or travel from abroad to Israel to meet an attorney/lawyer to sign some of the appendixes as required in the tender documents .Does Ayalon propose a digital solution considering the circumstances?	The request is denied. It is to be clarified that Bidders may sign the affidavits before an Israeli lawyer via videoconference according to the Israeli Bar association Ethical committee decision. Furthermore, Bidders not in Israel may sign the affidavits in the relevant Israeli Consulate Generals. In case further difficulty to sign the affidavits arises, Bidders are requested to contact the Company again for an appropriate solution.
2	Volume C	3-1.1.5.3.1	2	The paragraphs refer to“ two RPEV’s traveling on the road) the same test route at the same time .”(Normally ,only one e-vehicle is tested in the first pilot projects . Will Ayalon accept a POC showing that the system will work for more than one RPEV	If such a test was not yet conducted, it can be conducted within the time frame and through the options detailed in paragraphs 5.3 and 5.4 in Volume A to the Tender documents.

				although it might not have been tested in practice yet?	
3	Exhibit A - NDA	10	15	We kindly request the Tender Owner to limit the term of the NDA to 3 years following the termination of the Framework Agreement.	It is clarified that the term and conditions of the NDA shall be stipulated in future Specific tasks, should such Tasks will be published by the Company.
4	Volume B	Clause5.7.2	7	The Tender Owner is requested to clarify that Clause 5.7.2 refers to a Supplier that has been awarded a Task and has signed a Task Agreement .As such we kindly request the Tender Owner to amend the first sentence of Clause .5.7.2 as to say in the nature of : "Should the Supplier that has been awarded a Task and has signed a Task Agreement ,fail to fulfill its obligations as imposed in the Task Agreement ,the Company will be entitled ,at its sole discretion ,to cancel award of the Task to such supplier ,or allocate an additional extension of time for him to fulfill his obligations.	See "Task" definition to at clause 3.1 to Volume B, therefore no change in the clause wording is required. It is clarified that clause 5.7.2 to Volume B refers to a case in which a supplier which has been awarded a task fails to fulfill it obligations in the framework of the task.
5	Volume B	Clause5.7.4	7	We kindly request the Tender Owner to clarify that the mention of the word Agreement in said Clause refers to the Task Agreement.	The request is denied.
6	Volume B	The Tasks 1.3 - (5)	5	The Framework Agreement states in several locations that the technical, financial and contractual details for each Referral and Task will be presented to the Suppliers by specific Referral/Task documents. This information is not present to the Suppliers at the current time. As such, the Tender Owner is kindly requested to clarify that during the course of the Task Proposal process the	The request is denied. Clarification questions in task referrals will be according to the Company's discretion. Nevertheless, the Company will consider and allow clarification questions as to tasks in case it finds such as needed.

				Framework Suppliers will be provided adequate time to present clarification questions and requests to the Company as an integral part of each Task Proposal period.	
7	Volume B	Clause 5.7.1	6	The Tender Owner is requested to clarify that Clause 5.7.1 refers to a Supplier that has been awarded a Task and has signed a Task Agreement. As such we kindly request the Tender Owner to amend Clause 5.7.1. to the nature of the following: "The Supplier which has been awarded a Task/s and has signed a Task Agreement with respect to the awarded Task/s will not be entitled to refuse to undertake the execution of the Task, including that the awarded Supplier will not be able to generate any claim and/or demand and/or suit with respect to the financial scope of the Task which is different from what has been agreed and the defined in the Task Agreement .".	Please note the response to question no. 4 above. No change in the clause wording is required.
8	Volume B	The Tasks - (5) Clause 5.2 Clause 5.4	5	In Clause 5.2 the Tender Owner writes "the Supplier shall repair and/or replace any defect and provide all works required in connection therewith, including supports services and, at the Supplier's expense". However, in Clause 5.4 the Tender Owner writes "The Supplier shall provide the Company with support, maintenance and calibration services with respect to the System/s and equipment provided, at the prices proposed within the Price Quotation for an Individual Referral, as applicable". As	Company's demands and terms as to support, maintenance and calibration services with respect to the System/s and equipment to be provided, shall be stipulated in the Individual Referrals.

				<p>such there is a contradiction between both Clauses with regards to the terms and conditions and the consideration that the Referral/Task Winner will receive for the different services prescribed (on his own expense, or per the price proposal, other?). To our understanding, the final scope of work (including scope of warranty, maintenance, and services) and the terms and conditions for executing the latter (including the consideration) will be determined in each Referral/Task separately. As such, we kindly request the Tender Owner to generalize the written in both Clause 5.2 and 5.4 so that the final consideration, terms and conditions, SLA, etc, for execution of repairs ,support , maintenance ,calibration ,and other scopes of work ,shall be detailed in the Referral/Tasks documents which will be presented to the Suppliers.</p>	
9	Volume A - Tender's Appendices	General	47-29	<p>Kindly amend the Appendices which are required to be signed by each JV Member separately so that they will state this point specifically ,rather than the use of the general term" Participant "which in the case of a JV equals all the the JV Members together.</p>	<p>The request is denied. Please note definition of "<b>Participant</b>" / "<b>Bidder</b>" in clause 1.4 to Volume A: "An entity / <b>each member of a Joint Venture</b> that submitted a Proposal according to the Tender Documents".                  In case the Participant is a JV, all Appendices are to be signed by all members of the JV, according to the Tender documents. <b>Appendices may be signed separately or jointly on the same form, as to JV members' discretion.</b>                  Also please note clause 4.1 to Volume A: "Any proposal submitted by a joint venture will be signed</p>

					by the authorized signatory(ies) from each one of the members of the joint venture, to which the stamp of each one of the said joint venture members will be affixed."
11	Volume A	Clause 8.1.7	10	Kindly clarify if in the case of a Participant which is a JV ,each JV Member is required to sign Appendix 2 individually or all JV Members together on the same form.	It is clarified that Bidders may sign the form individually or jointly on the same form.
12	Volume A	8.4-8.2	11	Kindly clarify regarding the documents mentioned in Clause 8.4-8.2 shall be signed together by all JV Members with their signature provided on the same pages /documents.	Please note the response to question no. 11 above.
13	Volume A	Clause8.1.4	10	Kindly clarify that in the case of a Participant with is a JV, as it is enough that only one JV Member comply to Clause 4.4 (authorized to market the Proposed System ,( that said JV Member is the only entity required to fill and sign Appendix 8. Please clarify if different.	The request is approved. Please note clause 4.4 which states: <b>"In case the Participant is a joint venture, it may demonstrate its compliance with this requirement among one of the Parties to the joint venture"</b> . only such party is to sign Appendix 8 to Volume A.
16	Volume A	Clause8.1.3	10	Kindly clarify that in the case of a Participant which is a JV, each JV Member has to sign .Appendix 7 separately	Appendix 7 to Volume A may be signed separately or jointly on the same form, as to JV members' discretion
17	Volume D			Are there any specific requests regarding the types of vehicles or their length? For example, should the length of a bus be 12 m or 15 m ?	The Proposed system must be fitted for all types of busses to be operated on a specific lane. As detailed in Tender documents, specific requirements will be stated in specific future tasks, if such will be published
18	Volume D	2		The system is required to supply to each vehicle it charges an average 1.5-3 kWh/km,	The requirement relates to all relevant velocities – and should be considered at least up to 110 km/h .

				for the entire distance of the road, as per the vehicle's needs - Does this request relate to a specific average velocity speed?	Specific requirements will be defined if such will be published.
20	Volume D	Appendix B	1	The appendix is a list of compulsory standards .Is the tenderer required to show that its system already now complies with all standards?	No. Please review again in the Tender the statements related with respect to Appendix D.
21	Volume D	1	1	Volume D is described as “additional future requirements (optional)” and only for evaluation. Is it compulsory to address the requirements in volume D in the application? Do the requirements have the same status as the pre-qualification requirements in volume C ?	No. Please review again in the Tender the statements related with respect to Appendix D.
22	Volume C	1	2	Does the list of requirements concerning the test site and the reporting refer to compulsory conditions relating to a pilot project which already has been carried out by the tenderer or does it refer to a future project to be specified by Ayalon in next phase?	A Participant which shall not present the POD or POC reports as mentioned in section 5.2 and according to Volume C, may conduct such tests and reports at the Company's facilities and according to its instructions in order to demonstrate its compliance with the requirements and specifications detailed at Volume C. See clause 5.4 in Volume A
23	Volume A	Appendix2	31	The formal proposal form is set in the appendix .Is the tenderer supposed to describe its system in a special technical proposal form) see also ,8.1.4 p (10 or can it use a free format for this ?If not ,are there any instructions on how the technical proposal form should be drafted?	The technical proposal should include the description regarding the proposed system, should be according to the requirements in section 8 in Volume A, and it should address all the relevant system aspects as outlined in Appendix C. Bidders may (but are not obliged to) also present additional relevant data,

					<p>including as set in Volume D to the Tender documents.</p> <p>The document shall use “David” 12 font, with double space between lines. A format for the proposal is attached.</p> <p>An additional format is attached for the submission of additional data regarding the system and the technical proposal</p>
24	Volume A	11.14	15	<p>If the requirements for some reason have been changed following negotiations between Ayalon and one of the bidders ,will the other bidders be informed about the changes before a final decision is taken )level playing field?(</p>	<p>Any change in the Tender requirements will be published in the Dekel Tender e-system.</p>
25	Volume A	11.9	15	<p>According to this paragraph ,the company )Ayalon (can give any of the pre-qualification requirements a“ broad interpretation or an interpretation that is not the most reasonable or probable linguistically .”Under what circumstances could this happen?</p>	<p>Inter alia in circumstances as stated in Clause 11.9 to Volume A – "provided that such interpretation is consistent with the purpose of the Pre-Qualification Requirement in the overall context of the Tender Documents".</p>
27	Volume A	10.3.1	12	<p>Can a tenderer/bidder label the whole application“ commercial confidentiality ”and does it require a separate copy?</p>	<p>Bidders are referred to provisions of clause 10.3 to Volume A.</p>
28	Volume A	10.1.3	12	<p>This paragraph mentions“ threshold conditions .”Are they the same as the“ pre-qualification requirements ”or the requirements in the“ Proof-of Ability ”stage listed in volume C?</p>	<p>The threshold conditions are the same as the “pre-qualification requirements" listed in volume A</p>
29	Volume A	9.2	11	<p>Answers and clarification given orally at the participants 'conference on 30 November do not commit Ayalon .Will answers given by</p>	<p>Answers in writing to clarification questions constitute part of the Tender documents.</p>



				17December in the form of written Q&A commit Ayalon and be considered as part of the tender documentation?	
30	Volume A	5.4	8	A tenderer is allowed to submit reports showing that it meets the requirements in the Proof of Abilities stage (volume C (after the deadline 1 march ,2021 up to 6 months after it received Ayalon's notice of complying with the pre-qualification requirements .What are the technical requirements in Volume C that can be verified after the application deadline and how do they differ from the pre-qualification requirements?	The pre-qualification requirements are detailed in clause 4 of Volume A. The Proof of Abilities stage is detailed in clause 5 in Volume A and in Volume C.
31	Volume A	5.2	8	What are meant by POD) Proof of Delivery ( and POC) Proof of Concept (reports ?In which form should they be drafted .Must the tenderer show in these reports that the pre-qualification requirements have been met in pilot/demonstration projects conducted before the application deadline?	The Bidder that has proven compliance with the pre-qualification requirements is required to convey to the Company POD (Proof of Design) or POC (Proof of Concept) reports concerning the experimentation conducted on the system under the conditions detailed in Volume C according the options outlined in paragraph 5 of Volume A no later than 6 months after receiving the Company's notice of complying with the Pre-Qualification Requirements. The reports can describe tests / experiments conducted after the proposals application deadline within the required time-frame for the submission of the reports according to clause 5 to Volume A.
32	Volume A	3.1	7	Ayalon preserves the right to publish a supplementary tender on the same subject matter .Will this only happen in case no proposal meeting the requirements was submitted in the first tender ?Will the	As stipulated in Volume A to the tender documents.

				supplementary tender include different requirements?	
33	Volume A	2.2	6	All tender documents remain the property of Ayalon but may only be used for preparing and submitting the proposal .Does this exclude disclosing the documents to any other tenderer during the tender process or is an explicit confidentiality statement required to prevent that?	As stipulated in Volume A to the tender documents
34	Volume A	1.6.2	5	Is the tenderer required to show that its proposed system will meet all the requirements already in the pre-qualification phase ,including requirements in the referral for a specific task that will be published by Ayalon in the second phase?	Bidders are referred to the Tender documents, including the general process and requirements for each stage as detailed in Volume A
35	Volume A	1.6.1	5	In the second phase ,Ayalon will issue referrals to the successful framework suppliers for specific tasks at a location to be defined by the Company .Are these tasks considered to be part of a demonstration project or a full-fledged implementation of the system which will become permanent infrastructure?	The specific tasks can be defined inter-alia as demonstration projects or as full-fledged implementation of the system according to the Company's needs and at its discretions.
36	Volume A	1.3.4	3	Are“ functional requirements ”the same as pre-qualification requirements?	No, as detailed in Volume A.
37	Volume A	1.3.2	2	Does the tenderer have to prove in the application that it complies with all pre-qualification requirements by the deadline ?31.1.2021	Yes, As detailed in Volume A. Participants are referred to Clarification notice no. 2 detailing the updated Offer submission date.
39	Vol A-tender conditions	Introduction - purpose	2 -3	Are applicants in this phase only supposed to prove that they meet the technical	The applicants should provide a non binding Rough Order of Estimation for the proposed system.

				specifications in the tender ,without indicating any costs or price for the project?	Detailed and specific pricing will be required for proposals that will be submitted in response to future specific Tasks as detailed in Volume A, should such specific tasks be published
40	Vol A - tender conditions	Introduction -purpose	3-2	Does Ayalon intend to sign" Framework contracts "with a number of companies which comply with the technical specifications?	A repository of Framework Suppliers will be formed as detailed in the Tender documents.
41	Vol A - tender conditions	Introduction - purpose	3 - 2	Has Ayalon already chosen a test site for the project and the length of the road to be electrified or will that be decided in next phase?	The Company currently assesses several potential sites. The test site and the length of the road to be electrified will be defined in the future.
42	Volume C	1.3		Volume C ,Section - 1.3 What is the timeline for the FSD ?What should include the risk analysis report?	There is no timeline for FSD at the current stage.  Risk analysis report as commonly supplied for every development project
43	Volume C	1.2		Volume C, Section 1.2 - what should the report on availability and reliability include?	Availability and reliability test reports if conducted or full-scale reliability and availability analysis according to common practice and as defined in Volume C
44	Volume C	1.1		Volume C ,Section - 1.1 what are the threshold conditions ?What are the compliance requirements?	The threshold conditions are the Pre-qualification requirements as detailed in clause 4 to Volume A
45	Volume C	1.1.4.2		Volume C - 1.1.4.2 What does the30 km/hr speed refer to ?is that a minimum speed of the vehicle while it passes above the electrified section of the road in the experiment?	Yes
46	Volume A			Is the Proof of Availability stage) Volume A , Section (5 relevant for the submission on ,31.1.2021or are only the companies that are selected later on will be required to submit	as detailed in Volume A to the Tender documents. In addition, Participants are referred to Clarification notice no. 2 detailing the updated Offer submission date.

				documentation associates with the tests , described in Volume C?	
47	Volume A			I would like to confirm - are the documents that are required for the submission on 3.1.2021 are those motioned in Volume A Section4?	As detailed in Volume A to the Tender documents. Inter alia, the documents that are required for the submission on 3.1.2021 are described in section 4 and section 8 of Volume A. As mentioned in clause 8 to Volume A, bidders may add additional relevant data if available (videos, etc.)
48	Volume A and B			The documents that are available for download are Volume A and Volume B. I understand that all the requirements are detailed in Volume C and Volume D (optional). where can I get access to these additional documents ?	All volumes have been published on the e-Dekel site and on the Company's website.
49	Volume A	1.5	4	Volumes C and D are lacking from the Tender Owner 'websites .Please provide these to the participants	All volumes have been published on the e-Dekel site and on the Company's website.

This clarifications document, constitutes an 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: \_\_\_\_\_