



MPA
SINGAPORE

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22 Sep 2023

To all Suppliers,

CORRIGENDUM NO. 1

CALL FOR PROPOSAL FOR THE DEVELOPMENT, COMMISSIONING, MAINTENANCE AND OPERATION OF CHARGING POINTS FOR ELECTRICAL HARBOUR CRAFT AS PART OF A PILOT AT VARIOUS SITES

1. We refer to the above-mentioned Call For Proposal (CFP).

CLOSING DATE

Please note that MPA is extending the closing date of this CFP to close on **19 October 2023 at 4.00pm.**

2. Please note the following amendments/insertions to the CFP:

| Clause/Page | Original Version | Amended Version |
|-------------|---|--|
| 4.2 c | <p>Power sources</p> <p>There is one (1) available power source at PSAM-WCB with a capacity of about 350kVA. The selected Charging Point Operator must set up a switch board at a location to be agreed by PSAM and connect the power from the transformer room to this switch board for tapping on by the charging point. All costs incurred in setting up this switch board and related works must be borne by the selected Charging Point Operator.</p> | <p>Power sources: There are two (2) available power sources at PSAM-WCB</p> <p>i. Source 1: The switch room where the available capacity is about 138kVA</p> <p>ii. Source 2: The selected Charging Point Operator(s) will have to set up a switch board at a location to be jointly agreed by PSAM and Singapore Power Power Grid (“SPPG”) and connect the power from SPPG’s transformer room to this switch board for tapping on by the charging point(s). The cost incurred in setting up the switch board and related works must be</p> |



| Clause/Page | Original Version | Amended Version |
|-------------|---|--|
| | | borne by the selected Charging Point Operator(s). |
| 4.5 b | Should the Charging Point Operator in the pilot phase is also the selected Charging Point Operator for subsequent phases, discussion on the extension of equipment will be discussed before the expiry of this pilot. | Should the Charging Point Operator in the pilot phase is not the selected Charging Point Operator for subsequent phases, discussion on the extension of equipment will be discussed before the expiry of this pilot. |

3. The clarifications to the suppliers' queries raised are as follows:-

| S/N | Supplier's Query | MPA's Reply |
|-----|---|--|
| 1 | Are the renewable energy generation installations tested at the sites supposed to serve only the charging point(s), or can they be designed to serve the entire site as well? | Depending on the amount of green energy generated, the priority is for it to be used to support the charging operation. The balance could be used to support other operations at the site, if there is demand by the site owner. |
| 2 | Would the Charging Point Operator retain ownership of the information shared with MPA? | Yes. The Charging Point Operator can retain ownership of the information. However, the sharing of the data with MPA as stated in the CFP is one of the conditions that the proposal must meet. |
| 3 | Would MPA or the Terminal Operators be providing any confirmation to the Charging Point Operators of the receipt of the proposals, and how would the Charging Point Operators receive this confirmation? | Please indicate the contact in your proposal and MPA will send out a confirmation on the receipt of proposals after closure of the CFP and due checking processes are completed. |
| 4 | <p>If the Charging Point Operator is made up of a Consortium, should the Joint Venture company be set up before the proposal submission or can it be setup upon entering into the binding agreement with the Terminal Operator?</p> <p>Can multiple entities do a joint proposal submission, and which entity should submit their Annual Report, ACRA and other information in this case?</p> | <p>The joint venture can be setup upon entering into the binding agreement with the Terminal Operator. The entities shall provide an undertaking letter to form the consortium if they are awarded.</p> <p>Yes. Multiple entities can submit a joint proposal. Information from all entities listed in the proposal shall be provided in the proposal. Please refer to Consortium clause appended in Appendix 1 of this corrigendum.</p> |

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|---|--|--|
| 5 | How long after submission can the Charging Point Operator expect to be informed via email that its proposal is selected? | Depending on the response to the CFP, MPA and/or the other Terminal Operators will carry out evaluation based on the evaluation criteria. The evaluation and approving processes would take one month to a few months. As the award and agreement would be signed between the owner of the site and the successful proposer, the date for award for each sites may be different. |
| 6 | Would Charging Point Operators that have not been selected be informed via email as well? How long after submissions can the Charging Point Operator be expected to be informed of this via email? | MPA will inform all the proposers of the outcome after the last award has been made. |

4. Please take into account the above information in your submission. You will need to include a copy of the below attached Acknowledgement of the corrigendum in the submission, otherwise the proposal may be considered to be an incomplete submission and may not be considered for evaluation.
5. All other terms and conditions in the CFP documents remain unchanged.

1. CONSORTIUM

1.1 In this CFP, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

1.2 The following shall apply if an Offer is submitted by a Consortium:

- (a) each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- (b) no Consortium shall include a member who has been debarred from public sector tenders;
- (c) after the submission of the Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority. Changes made without the Authority's written approval may render the Offer liable to be rejected;
- (d) the following documents must be submitted in the Proposal:
 - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall include the terms set out in Clauses 1.3 and 1.4 below;
 - (ii) the Proposal is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit and sign the Proposal, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof can be in the form of:
 - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
 - (B) certified copies of powers of attorney from each member of the Consortium;
- (e) information must be submitted with respect to:
 - (i) the legal relationship among the members of the Consortium;
 - (ii) the role and responsibility of each member of the Consortium; and
 - (iii) the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence;
- (f) if the Authority issues a Letter of Acceptance to a Consortium:
 - (i) the Letter of Acceptance handed to or posted to the address of the Lead Member of the Consortium given in the Proposal;
 - (ii) the issuance by the Authority of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;
 - (iii) each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract;
 - (iv) as and when requested by the Authority, all members of the Consortium shall be required to sign a formal agreement in the

appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's Proposal together with the Authority's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and

- (v) in the event that any member of the Consortium withdraws from the Consortium or is wound up or dissolved, or is adjudicated as insolvent or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

1.3 As used in the Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

1.4 Where the selected Charging Point Operator (also known as "Contractor") is a Consortium, the following shall apply:

Joint and Several Responsibility and Liability

- 1.4.1 Each member of the Consortium shall be jointly and severally responsible and liable to the Authority for the due performance of the Contract.

Addition of members to Consortium

- 1.4.2 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
- 1.4.3 Should additional member(s) be added to the Consortium at any time with the approval of the Authority pursuant to Clause 1.4.1, it or they shall be deemed to be included in the expression "the Contractor".

Withdrawal from Consortium

- 1.4.4 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
 - (a) the Contract shall continue and not be terminated, and
 - (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

22 Sep 2023

CORRIGENDUM NO. 1

ACKNOWLEDGEMENT

We acknowledge the abovementioned Corrigendum No. 1 issued on 22 Sep 2023 and confirm our full compliance to all amendments as shown in the documents and in our submission.

Name of Authorised Officer : _____

Designation of Authorised Officer : _____

Date : _____

(Please complete and submit together with the proposal.)