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13 Oct 2023

To all Suppliers,

CORRIGENDUM NO. 2

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. Please note the following amendments/insertions to the CFP (Corrigendum 1 – Appendix 1):

Clause/Page	Original Version	Amended Version
1.2 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;	after the submission of the Offer, any introduction of, or changes to, Consortium membership must be approved in writing by MPA and/or the Terminal Operators. Changes made without MPA and/or the Terminal Operators written approval may render the Offer liable to be rejected
1.2 e (iii)	the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence	the address of the Consortium to which MPA and/or the Terminal Operators may send any notice, request. clarification or correspondence
1.2 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	 if the MPA and/or the Terminal Operators 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





Clause/Page	Original Version	Amended Version	
	Consortium given in the Proposal;	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	(ii) the issuance by MPA and/or the Terminal Operators 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 MPA and/or the Terminal Operators for the due performance of the Contract;	(ii) each member of the Consortium shall be jointly and severally responsible to MPA and/or the Terminal Operators 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.	(iii) as and when requested by MPA and/or Terminal Operators, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Authority.	
	(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.	(iv) 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.	
1.4.1	Joint and Several Responsibility and Liability	Joint and Several Responsibility and Liability	
	Each member of the Consortium shall be jointly and severally responsible and liable to the Authority for the due performance of the Contract.	Each member of the Consortium shall be jointly and severally responsible and liable to MPA and/or the Terminal Operators for the due performance of the Contract.	
1.4.2 & 1.4.3	Addition of members to Consortium Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.	Addition of members to Consortium Any introduction of, or changes to, Consortium membership must be approved in writing by MPA and/or the Terminal Operators.	

Clause/Page Original Version		use/Page Original Version Amended Version	
	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".	the Terminal Operators pursuant to Clause 1.4.1, it or they shall be	

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

S/N	Supplier's Query	MPA's Reply
1	What are the number of electrified harbour craft (eHC) that will be operational in the next few years?	Currently, there is 1 electric ferry (Penguin Refresh) and 1 upcoming electric cargo lighter (Hydromover). There will be an increased uptake of eHC over the next few years.
2	Can the CFP be extended to a longer duration than 3 years? Must the infrastructure constructed over the 3-year tenure be demolished and reinstated to the original condition?	The purpose of the CFP is to pilot trial to testbed charging technologies, operational processes and to receive feedback from users and Terminal Operators. This information will be useful for the development of the Standards for Charging Infrastructure which should be ready by 2025-2026 (first cut could be ready by 2025-2026 (first cut could be ready by 2024). By 2025-2026, the charging infrastructure masterplan will also be completed. Hence to dovetail with these timelines, the CFP for the charging infrastructure will be for a period of 2 years with an option to extend for 1 year. After the 2 to 3 years, MPA will call a larger scale tender or CFP for the deployment of charging infrastructure. If the charging point operator for any of the pilot sites is chosen as the operator from the larger scale tender or CFP, the charging point can remain on site (subjected to modifications to meet Standards). If not chosen for the large-scale tender, the charging point operator at the pilot site will have to demolish the constructed infrastructure/ancillary services and

		revert the site back to its original condition.
3	Can renewable energy generation be used for site assets other than the charging points?	Other than Sebarok Terminal (ST), where the generation of renewable is part of the project, the other sites do not include renewable energy generation. For ST, the main off-taker for the renewable energy generated should be for the Charging Point. If there is excess renewable energy generated, the appointed charging point operator can negotiate with Vopak for the use of the green energy for other services. We would like to reiterate that the end goal for this CFP is the Charging Point Infrastructure.
4	Must proposals be submitted for all sites?	Proposers can choose to submit proposals for any number of the sites included in the CFP.
		For proposals for a site to be eligible , the proposer should have attended the site visit(s) at the location .
5	Is Clause 1.2(f) valid considering there is no mention of a Letter of Acceptance in the original Call for Proposal document?	Clause 1.2(f) appended in the Appendix of Corrigendum 1 is valid. Letter of Acceptance also refer to Notice of Acceptance is a letter of award that will be signed between the selected Charging Point Operator and MPA and/or Terminal Operator.
6	Is there an intent for there to be a binding commitment to the Authority (i.e MPA)?	Yes. The intent is for a 2-way binding contract for both MPA and/or the Terminal Operators to the appointed Charging Point Operator and vice versa.

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

13 Oct 2023

CORRIGENDUM NO. 2

ACKNOWLEDGEMENT

We acknowledge the abovementioned Corrigendum No. 2 issued on 13 Oct 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.)