

May, 6, 2024

Dear Sirs,

Announcement No. 5
Tender for the supply and assembly of Diesel Generator Set - for RTG crane - (the
"Tender")
Tender No. 3164/TZ/23

NO.	DEVIATION	ANSWER
1	Section 13 to the agreement : please add the words:"and port cranes " after the sentence " <i>maintenance of earth moving machinery...</i> "	acceptable
2	Section 14 to the agreement	Section 14 to the agreement shall be updated as follows: Supplier undertakes that any and all of the spare parts required for the proper D-G SETs in operation of the accordance with the Technical Specifications will be made available throughout and until the lapse to APC of at least six (6) years from the Period (as expiration of the Warranty defined below) of the D-G SET last delivered to and accepted by APC. for each batch of orders. The D-G set parts on new orders made as part of the options set in this contract may be updated in case of obsolete parts.
3	Section 16.4 to the agreement: We would like to update 10 days instead of 5 days	acceptable
4	Section 16.2 to the agreement : There should be a common decision.	Not acceptable.
5	Section 22 to the agreement: The supplier's liability is for direct damages only	acceptable
6	Section 22.1 to the agreement: We would like to add at the end of the paragraph: <i>To add after applicable law: All this considering that. Limitation of the Contractor's liability under :this Contract will be Aggregate liability for any damages relating to the - services and/or main agreement shall be limited to the maximum amount of the 500.000 EUR in all instances for any one incident or series of incidents,</i>	Section 22.1 to the agreement shall be update as follows (at the end of the paragraph): "It is agreed that the supplier's liability is limited to direct damages only, up to the amount of the contract price including extensions/options as specified in Attachment B"

	<p><i>whether arising in contract, tort, product liability or otherwise</i></p> <p><i>-The contractor shall have no liability to the customer and/or to any third party with respect to the services and/or to the main agreement for indirect damages (including but not limited to loss of profits, loss of revenue and loss of production) or for special, consequential, punitive, exemplary or incidental damages of any kind whether arising in contract, tort, product liability or otherwise, even if the supplier was advised of the possibility of such damage</i></p>	
7	Sections 22.10 and 22.15 to the agreement: We will not be able to hand out our insurance policies. We can share the certificates themselves	acceptable
8	Section 23 (A) f to the agreement: Since it is a matter of force majeure, it is not possible to guarantee that there will be no delays in the schedules.	Not acceptable
9	<p>Datatransfer required from genset to crane without any mods in crane control system</p> <p>a. The current generator's governor do not support the old protocol.</p> <p>b. Changing of the PLC protocol is within scope.</p>	OK, PLC protocol will be updated to new genset data transfer.
10	<p>We can guarantee 93 dB or lower in 100 kW.</p> <p>a. We don't have other measurements.</p> <p>b. We are planning to measure the next KC delivery to another customer. This will happen a couple of months from now.</p>	93dB or lower in 100KW is OK
11	Is the length of 3700mm ok?	<p>Overall length of 3700mm is ok. The canopy extension need to fit the existing clearance on the crane.</p> <p>This can be subject to detail design.</p> <p>On the right side there is clearance but on left side we have cable reels</p>
12	, For D-G set power capacity, if tender required for 450kva(Prime power) electrical power output, which is bigger than existing one. Based on existing engine power capacity, the existing D-G set output capacity will be 400kva(prime). To be sure and make the cost competitive, we'd better double check with terminal side.	The rated power is: 450KVA/360KW Please remain with tender requirements.

		<p style="text-align: center;">MAIN DATA</p> <ul style="list-style-type: none"> • ELECTRIC OUTPUT <ul style="list-style-type: none"> - 450 kVA / 360 kW, LTP - 409 kVA / 327 kW, PRP • DIESEL Volvo Penta TAD 1242GE • GENERATOR Stamford HCI 534 C2 • CONTROL SYSTEM Inteligen PLC
13	Local cost for installation: Does the terminal can provide the heavy folk lift for installation?	Supplier cannot use port forklift due to insurance and responsibilities





Please sign and submit this Announcement within your Technical Proposal to be submitted with respect to the Tender.

Sincerely,

Orit Cohen

Secretary of the Tender Committee