



The Supply of Fork Lift Truck - Empty Container Handling (FLT-ECH) and Additional Services
Tender No. 3204/TZ/24
Announcement no.6

1. Further to the above Tender published by Ashdod Port Company, please find answers to questions regarding the Tender Documents and clarifications.

		<u>Attachment A Section A (Technical Specification)</u>	
	Clause No.	Clarification question	Answers
1.	3.1	Please delete the requirements for the following standards: EN1459 is for Reachstackers and not for ECH's (empty containers handler) EN1551 isn't relevant anymore, and was replaced in 2012 by ISO-3691-1	Disregard the two standards EN 1459 and EN 1551 . However, in Attachment A, Section B, clause 3 , the relevant standards for the proposed FLT-ECH should be listed, while clauses 3.46 to 3.48 being mandatory.
2.	4.2	Please correct this clause to capacity value of <u>9,000 kg at 1220 mm</u> , since it is a wrong requirement and contradict the mandatory spreader capacity in clause 7.1 (Attachment A section A) and clause 7.1 (mandatory "#") in the Data sheet (Attach A section B) as well clause 7.1.5 (Capacity \geq 9 tons)	There is no mistake, and it remains unchanged. The intention is to have an 11-ton FLT-ECH body with a standard spreader that has a maximum lifting capacity of 9 tons. This allows for the possibility of purchasing a spreader with an 11-ton lifting capacity in the future, as it is available as an option in the tender.
3.	5.1	Please clarify if "Height mast Min(9400mm) & Max(16400mm)" refers to the lifting height? There is no	The port intends to be stacking 6 containers height of 8'6" and 5 containers of 9'6". For this purpose, a retracted mast of approximately 9,400–9,500 mm is required. This

		indication of the technical requirements for the overall extended mast height and overall lowered mast height!	clause is not mandatory, and a suitable mast may be offered accordingly (9,400 – 9,600) - The "less than or equal to" sign was removed in Attachment A, Section A, Clause 4.8.
4.	5.3	Please allow to offer mast's tilt angles of: <u>Forward- 4 degrees</u> and <u>Backward- 3 degrees.</u>	With a tilt of approximately 3°, we encountered issues with the fast and efficient storage of containers. To prevent these issues, we installed stoppers inside the tilt cylinders. The tilt angle is not mandatory, and a 3° tilt may be offered. If any container storage issues arise, they shall be resolved by the manufacturer at their own expense
5.	7.14	Please clarify what you mean by "spacer blocks"	A spacer block ensures that empty container handlers operate efficiently across different container heights while reducing risk, wear, and downtime.
6.	8.1	Please cancel in this clause the two last lines: " <u>Engine (maintenance) software & accessories (including all connections) for the laptop and two PC working stations shall be offered</u> ", this can't be supplied to an end customer, the Engine's manufacturer only certify official importers/dealer of the equipment in Israel (Hyster-David Czapnik & Sons) or the official importer of Mercedes engines in Israel. All the technical support will be given through the above-mentioned representatives.	Clause 8.1 in Attachment A, Section A, and 8.17 in Attachment A, Section B, will not be canceled. You should provide appropriate training so that the port's workshop employees receive certification to service our engines.
7.	9.1	Please allow us to offer the standard tires requirement of (14.00x24 pneumatic, diagonal (bias) & Tubeless) with "Tube Type", the reason is that the STD pneumatic diagonal/Bias tires in the global market (tires manufacturers) are produced as Tube Type only. For the Radial pneumatic tires there is no problem to offer and provide Tubeless tires type.	The port requires tubeless tires. If tubeless diagonal tires are not available, tubeless radial tires should be offered. In that case, the tires must be suitable for port application or industrial use.
8.	9.3	Please cancel the demand for "Dead engine steering", unfortunately this can't be done by the equipment manufacturer due to technical reasons.	"Dead engine steering" is not mandatory – see Attachment A, Section B, clauses 11.7 and 11.7.1. You may answer "No". In Attachment A, Section A, clause

			9.3, you may answer "Not Comply", and it will not lead to disqualification.
9.	13.1	Please delete the requirement for the following standard: DIN 15165 is for food processing machines and not for ECH's (empty containers handler)	Disregard the standard EN 15165 .
10	13.3	<ul style="list-style-type: none"> • Please confirm that the front, rear cabin windows could be from a "toughened (tempered) glass DOT marking & AS2 compliant". As well with a glass transparency of 75% • Please confirm that the Top window could be a laminated glass DOT marking & AS2 compliant consist of two (2) tempered glasses. As well with a glass transparency of 70% 	<ul style="list-style-type: none"> • The front window <ul style="list-style-type: none"> ○ tinted Toughened (tempered) safety glass (~75% transparency) with a thickness of about ~ 6 mm. ○ Tinted laminated safety glass (~75% transparency) - option. • Rear window <ul style="list-style-type: none"> ○ Toughened (tempered), tinted safety glass (~75% transparency) with a thickness of about ~ 6 mm. ○ Tinted laminated safety glass (~75% transparency) - option • Top window <ul style="list-style-type: none"> ○ Tinted laminated glass (~70% transparency) • <u>Doors</u> windows <ul style="list-style-type: none"> ○ Toughened (tempered) tinted safety glass (~75% transparency) with a thickness of about ~ 6. • Tinted Laminated safety glass with (~75% transparency) - option
11	13.9.2	Please clarify what is your required solution for the "directional control", do you ask for a directional lever on the steering column or by a switch on the back of the joystick?	Clause 13.9.2, Attachment A, section A – We want a joystick. If there is an option to change the FLT-ECH's direction using the joystick (mini lever or push button in the hand), please submit it as an option. If not, and the directional control is on the steering column, that is acceptable. Just provide what is available in your FLT-ECH.

12	13.4	Please clarify and provide an example for this clause (option) request, illustration, drawing, photo, etc.	Clause 13.4 is optional and not mandatory – see clause 19.38 in Attachment A, Section B, it is noted that the guard is optional. If you do not have a cabin protection device, there is no need to submit it, and you will not be disqualified.
13	13.6	Please allow a cabin sound level not more than 75 dB(A)	The sound level at the operator's ear shall not exceed 75 dB(A).
14	13.9.10	Looks like you have a mistake in this clause, the section references are wrong "para. 13.8.6-13.8.9"	The Clause will be corrected
15	13.9	Please clarify this clause, what you mean by "key switch override" and how it should work/operate	Override key switch allows overriding of different systems that normally prevent entering hazardous situation.
16	14	<ul style="list-style-type: none"> • Please allow to offer Fire suppression system produced and installed by "Lehavot" Israeli manufacturer and which is equivalent to Fogmaker and Dafo. As provided to APC on ECH's previous tender (No. 2877-TZ-19) in 2019/2020. • Please clarify what size/volume of fire manual extinguisher shall be provided and installed on the ECH's 	<ul style="list-style-type: none"> • We have specified a fire suppression system from Dafo or Fogmaker as suitable for our needs. If the "Lehavot" system is equivalent, you may propose it. • A ~10 kg manual fire extinguisher shall be supplied and properly installed on the ECH.
17	15	Please clarify the meaning of "Anti-slipcover" on the fenders. Can we offer anti-slip tapes such as 3M type or equivalent?	Anti-slip tapes such as the 3M type or an equivalent may be proposed.
18	19	Please allow us to offer the greasing system with grease type "Shell Gadus S2 V220AD 2". This now replaces the previous <u>Shell Retinex AM</u> , by the system's manufacturer due to regulations and technical maintenance issues and.	It is possible to use Shell Gadus S2 V220AD
19	21	<p>Please cancel the demand for dynamic testing, this can't be performed by the equipment manufacturer.</p> <p>APC is welcome to inspect the trucks on the test spot in the factory (static condition) and witness final load test by the manufacturing.</p>	The clause will not be canceled. We expect to receive a testing process as specified in clause 21. We hope to have the opportunity to test an FLT-ECH from the same family as the proposed one, either at the manufacturer's yard or another location chosen by you. In our opinion, the test should be conducted both with and without containers."

⁴ P.O.B 9001, ASHDOD 77191.

		<p>The visit date is subject to production dates and other plans and is to be mutually agreed.</p> <p>The manufacturer can share with APC a Quality control example form – production to illustrate the production and test procedures at the production. For completed trucks the manufacturer can issue a Certificate of Compliance and a Load test certificate.</p>	
		<u>Attachment A Section B (Data Sheet)</u>	
20	2.2	Lifting capacity – please correct the mandatory capacity to 9 tons and not <u>≥ 11 ton</u> , based on the Attachment A Section A clause 7.1 that requires & state that the standard & mandatory (marked with "#" and not as options! Like clauses 7.2 & 7.3 in Attachment-A Section-A) spreader requirement is minimum <u>9-ton capacity spreader</u> .	No need to correct – see clause 2 and clause 4.2 above.
21	4.8	Please allow us to offer a mast overall lowered height of 10,695 mm and not 9400 mm as in the requirement, we wish to offer a mast that gives containers stacking height of 7 containers of 8'6" and 6 containers of 9'6" comply and allows more than the requirements in clauses 4.4.1. & 4.4.2.	As specified in clauses 3 and 5 above, the port intends to stack 5 containers height of 9'6" and 6 containers height of 8'6", and no more.
22	8.17	Please cancel this requirement/clause, see also line 5 in this table to cancel this demand in clause 8.1 in Attachment A Section A.	Clause 8.17 in Attachment A, Section B, and 8.1 in Attachment A, Section A, will not be canceled. You should provide appropriate training so that the port's workshop employees receive certification to service our engines.
23	9.15 & 9.15.1	Please correct the wrong reference (Attachment A Section A para. 13.8.1) to 13.9.1 Moreover, clarify what you are requesting for the "directional control" do you ask for a directional lever on the steering column or by a switch on the back of the joystick?	In the clause , it appears that you referred to 19.15 and 19.15.1 rather than 9.15 and 9.15.1. However, see the response regarding directional control, directional lever and switch on the joystick in clause 11 above.
24	11.7 & 11.7.1	Please cancel the two clauses, this can't be done by the manufacturer of the equipment due to technical reasons.	The sections related to "Dead Engine Steering" are not mandatory – see the response in clauses 9.3 and 8.
25	24.5	Please correct the reference to Attachment A Section A para. 15, this should be paragraph 23.2 in Attachment A Section A.	Corrected.

⁵ P.O.B 9001, ASHDOD 77191.

Invitation for Proposals ("IFP"):

No.	Section	Request	Answers
1.	2.2.2	Please reduce the valid of Proposals to four (4) months, instead of 6 months from the last date set for submission.	Not acceptable
2.	3.2.2	15% Previous experience: Please divide this section to 10% APC's Previous experience and 5% other users Previous experience.	Not acceptable

Attachment D – AGREEMENT No. 3204/TZ/24

No.	Section	Request	Answers
3.	10 + 11	Please allow providing Performance Guarantee, Payment Guarantee and Warranty Guarantee in Hebrew and provide with accepted wording. Please also allow submitting digital Guarantees, if Approved Banks allows it.	acceptable
4.	17	Please clarify and add that The Warranty shall be subject to proper use of the FLT-ECH in accordance with the manufacturer's instructions, safety guidelines, and operational standards. The Warranty shall apply only if the FLT-ECH has been operated with due care by duly trained and legally licensed operators. Any failure, malfunction, or defect resulting from misuse, negligence, improper operation, or failure to comply with the manufacturer's operating and safety instructions shall not be covered under this Warranty	Not acceptable
5.	20	We request that the price of each optional FLT-ECH unit be adjusted annually, with a 4% increase at the beginning of each calendar year. This adjustment reflects standard price increases over time.	Not acceptable
6.	23	We kindly request the following amendments to the liability provisions: 1. Limitation to Negligence or Breach of Contract – Please limit the Supplier's liability to damages directly caused by its negligence or breach of contract.	1. Not acceptable, but see the the wording's amendments of section 22.1 and section 23 in the agreement 2. Not acceptable

⁶ P.O.B 9001, ASHDOD 77191.

		<p>2. Exclusion of Indirect or Consequential Damages – Please exclude liability for indirect, incidental, or consequential damages (such as lost profits or operational downtime), except in cases of willful misconduct or gross negligence.</p> <p>3. Cap on Liability – Please set the Supplier’s total liability cap to the contract value.</p> <p>4. APC’s Responsibility for Use and Operation – We would like to clarify that the Supplier shall not be liable for damages resulting from improper use, insufficient maintenance, or operator error after the FLT-ECH units have been delivered and accepted by APC.</p>	<p>3. The supplier’s total liability will be according to the contract value, including all extensions and options according to it</p> <p>4. It is agreed that the supplier’s liability will be according to legal liability - see the the wording’s amendments of section 22.1 and section 23 in the agreement.</p>
7.	24	<p>We request a revision of Section 24 to ensure a more balanced allocation of liability. As APC takes possession of the equipment upon delivery, it is reasonable to expect that APC assumes certain responsibilities. A complete waiver of liability is not justified in this context.</p> <p>We propose that the clause be amended to reflect that while APC’s primary obligation remains the payment for goods and services, it shall also bear reasonable responsibility for the equipment after receipt, including but not limited to proper handling, storage, and use in accordance with manufacturer guidelines.</p>	<p>It appears this refers to section 23, not 24 - It is agreed that the supplier’s liability will be according to legal liability - see the the wording’s amendments of section 22.1 and section 23 in the agreement</p>
8.	Appendix A, C, H	<p>Please allow providing Performance Guarantee, Payment Guarantee and Warranty Guarantee in Hebrew and provide with accepted wording.</p>	<p>Acceptable</p>

		Please also allow submitting digital Guarantees, if Approved Banks allows it.	
9.	Appendix B	We request that the price of each optional FLT-ECH unit be adjusted annually, with a 4% increase at the beginning of each calendar year. This adjustment reflects standard price increases over time.	Not acceptable
10.	Appendix F	Section 1.b.: <ul style="list-style-type: none"> The requirement for Workers' Compensation insurance is not applicable to an Israeli supplier. We kindly request that this requirement be removed (as refers to Israeli suppliers). Please allow providing Garage Liability Insurance instead of Professional Liability Insurance, as it is more suitable for the nature of our operations. 	* Acceptable *. Not acceptable
11.	Appendix F1	Please allow providing Product liability insurance conducted by the FLT-ECH's manufacturer.	Not acceptable
12.	Attachment B1, section 3	Please change the wording: "and up to 26 weeks" to: "and up to 36 weeks". Please add the wording: "Subject to sea freight schedules" after the words: "4 weeks".	Not acceptable

		Update of the following sections initiated by Ashdod Port.
		Attachment A Section A
26	4.6.5	The travel speed of the FLT-ECH shall be limited to approximately 10 km/h (adjustable by a technician) when the bottom part of the spreader rises above a height of 4,700 mm (adjustable by a technician).
		Attachment A Section B
27	6.5	The travel speed of the FLT-ECH is limited to approximately 10 km/h (adjustable by a technician) when the bottom part of the spreader rises above a height of 4,700 mm (adjustable by a technician) - # (mandatory).

28	6.5.1, 6.5.2, 6.5.3	Clauses 6.5.1, 6.5.2 and 6.5.3 are canceled
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2. An updated **Attachment A**, **Attachment B1+B2** and, **data sheet** are attached here.

3. The last day for submitting questions or clarifications is March 5, 2025.

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

Cc: Members of the Tender Committee

Date

Signature and Stamp