

CORRIGENDUM-02

Dated: 09.06.2014

With Reference to Tender Notice No. STC/CC/BORL/2014-15/001 Dated 20.05.2014 following amendments are being issued. The bidders are advised to take into account the following amendments before submission of their bids against this tender. This corrigendum will form integral part of tender and will be submitted duly signed and stamped along with bids.

| Page, Ref No. and in Tender Document | Tender Content | Amendment |
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| Page 5, Clause 2.2 Last Date and Time for Submission of offer | Last Date and Time for Submission of offer : 10.06.2014 at 14.30 HRS (IST) & Opening of Techno-commercial Bids 10.06.2014 at 15:30 HRS (IST) | Last Date and Time for Submission of offer 16.06.2014 at 1100 Hrs & Opening of Techno-commercial Bids on 16.06.2014 at 1200 Hrs |
| Page 5, Clause 2.3 Delivery Period | June, 2014 to December, 2014 First cargo to be delivered by 15-06-2014 | First cargo is to be delivered within 28 days from issuing of LOI, preferably within 15.07.2014 |

ALL OTHER TERMS AND CONDITIONS OF THE TENDER REMAINS UNCHANGED.

GM-(CC)

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| ANNEX TO CORRIGENDUM-II BID CLARIFICATIONS POINTS TO TENDER NO. STC/CC/BORL/2014-15/001 DATED 20.05.2014 ON NEXT PAGE |
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ANNEXURE TO CORRIGENDUM-02

| BID CLARIFICATIONS POINTS TO TENDER NO. STC/CC/BORL/2014-15/001 DATED 20.05.2014 | | | |
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| S. No. | Provisions as per Tender Document | Clarification Sought by bidders | Reply of STC |
| 1 | Page 5, Clause 2.2 Last Date and Time for Submission of offer | Request for extension of the last bidding date for at least 20 days, one week enabling us to give competitive rates | Last Date and Time for Submission of offer has been extended to 16.06.2014 at 1100 Hrs & accordingly Opening of Techno-commercial Bids shall take place on 16.06.2014 at 1200 Hrs |
| 2 | Page 5, Clause 2.3 Delivery Period | The bid submission date is 10.06.2014 and the first cargo to be delivered by 15.06.2014 which is impossible in the case of Imported coal until and unless it is a dispatch from Stock. In page no. 29 under clause 6.0 Delivery Period the shipment schedule is given from July. Request you to please make 1 st delivery at plant within 30/45 days from the issue of NOA/LOA. | As per revised schedule first cargo is to be delivered within 28 days from issuing of LOI, preferably within 15.07.2014 |
| 3 | Page 5, Clause 2.4 Tentative qty. for supply | The shipment is either 50,000 MT +/-10% or 55,000 MT +/-10% how the quantity of 63,000 MT can be fixed | The tender terms shall prevail. |
| 4 | Page 8, Clause 6.1 (iii) Experience Criteria | Please confirm that copies of all order and completion certificates can be provided and originals are not required | The tender terms shall prevail. However Notarized copies of Orders shall be accepted, however completion certificate in original has to be submitted. |
| 5 | Page 8, Clause 6.1 (v) | Consortium / Joint bids should be accepted as it will get better rates and ample option of participants | The tender terms shall prevail. |

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| 6 | Page 8, Clause 6.2 (iii) Solvency Certificate | Please share the amount for which solvency certificate needs to be given and also the format in which it needs to be given. | The Solvency Certificate has to be issued by Bidders' Banker based on their net worth. |
| 7 | Page 24, Clause 13.0 Commercial Questionnaire | Please elaborate what all documents are required in QA/QC program. | The tender terms shall prevail. |
| 8 | Page 24, Clause 16.0 Commercial Questionnaire | <p>a. Please confirm which Zonal Railway Authority will approve unloading of all types of coal as such permission weren't required in any other coal supply contracts.</p> <p>b. Please also confirm the type of wagons required for delivery of coal at the plant approved by RDSO.</p> <p>c. Please confirm the nearest port as per railway logistic plan approved for your plant.</p> | The tender terms are self-explanatory. The bidder has to interact with the concerned agencies based on the discharge port finalized by him. |
| 9 | Page 25 Technical Specification | <p>a. Carbon (ADB) – 56% Min. is not available in Indonesian coal with 4600 Kcal/Kg. GAR. Generally in 4600 GAR the Carbon % remains at 35%-42%. The same needs to be changed accordingly.</p> <p>b. HGI (ADB) – The range should be ideally from 45-60.</p> <p>c. Sulphur (ADB) - The Max. limit should be up to 0.6%.</p> | The tender terms shall prevail. |
| 10 | Page 28, Clause 4 Tolerance and Penalty | The Penalty Rates are too high as are not at all as per industry standards. The penalty on TM (ARB) should be covered under GCV (ARB) penalty as the contract is on ARB basis. For Ash and GCV (ARB), the penalty should be on pro rata basis and for sulphur the same should be Rs. 10 PMT for every 0.1% increase as followed by other industry users of Imported coal. Penalty at current rates will lead to a high price discovery | The tender terms shall prevail. |

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| 11 | Page 29, Clause 5 Quantity of Supply | a. Please confirm the tolerance for Quantity. We suggest it should be 378,000 +/- 10%. | Tender terms shall prevail. Delivery on call basis. Maximum quantity defined. |
| 12 | Page 30, Clause 8 Determination of Quality | Provision of Referee sample and analysis should be there as per industry standards. | The tender terms shall prevail. |
| 13 | Page 32, Clause 11 Weighment | In case of imported coal movement by tolerance of 1% should be provided as it requires trucks a multiple times of unloading and loading | The tender terms shall prevail. |
| | Charges on Account of delay beyond supplier control | As per industry standard delay only other than those due to Force Majeure, berthing delay at load port & discharge port due to reasons not attributable to successful bidder and delay on account of railways; should only be charged as Liquidated Damages | The tender terms shall prevail. |
| 14 | Page 37, Clause 31 Transportation by Road | Please confirm that the copy of contract with the transporter need to be provided after issue of Purchase Order and not at the time of bidding. | The Copy of the agreement will be given by the successful bidder. Undertaking to be given by bidder. |
| 15 | Page 41, Annex I Details of Mines & Facilities | Please note that some of the information sought like distance from mines etc. won't be feasible in case of offer is being made for Imported coal. | Clarified that a general distance in approximate term is to be Indicated. |
| | Indonesian Coal | Please allow coal supply from any other country origin apart from Indonesia matching to the specifications required. | The provisions of tender indicate that Indonesian/Imported or indigenous coal can be supplied. |
| 16 | Page 32, Clause 12 Terms of Payment | Kindly Confirm whether the payment shall be made shipment wise or rake wise | The payment will be made on rake wise. |
| 17 | Page 32, Clause 12.1 Terms of Payment | Kindly confirm that even if there is any delay in receiving payment from BORL, STC shall by the timeline of payment within 30 days as mentioned in Clause 12 (a) & (b). | As per tender terms. Payment will be made to account of the Successful Bidder only after the same is received from STC's client i.e. BORL |

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| 18 | Page 32, Clause 11 Weighment | <p>The clause mentions that it is the responsibility of Supplier to unload the balance quantity/wagons at designated storage yard and scope as mentioned in Option-C in case wagon tippler & associated systems/facilities breakdown.</p> <p>(i) We understand that since the break-down of facilities maintained by BORL plant, any punitive charges due to delay in unloading of rakes/wagons shall be borne by STC/BORL.</p> <p>(ii) In case of breakdown of wagon tippler & associated systems/facilities, the scope of the work for Bidder shall be as per Option-C, and hence for Option-C since the prices invited for the three options viz. A,B,C are different.</p> | The tender terms shall prevail. |
| 19 | Page 30, Clause 9 Sampling & Quality Analysis & Weighment | As per Tender Document, sampling & quality analysis of coal is to be done at multiple points including BORL plant/site, we understand that the sampling & quality analysis results of independent inspection agency while rake loading at discharge port (India) shall be considered as final | The tender terms shall prevail.. |
| 20 | Page 33, Clause 12.3 | Clause mention about submission of load port documents and bill of lading in the name of 'STC Cargo A/C BORL', we understand that since this is a FOR basis contract, such requirement is not necessary. | The tender terms shall prevail. |
| 21 | Page 37, Clause 30 | The clause states the requirement of covering rakes with tarpaulins in monsoon season. Kindly note that Railway Authorities do not permit to cover rakes with tarpaulins and hence it is requested that this condition be waived off. | The tender terms shall prevail. |

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| 22 | Master Index | Kindly clarify as to which index is referred to as the Master Index as we could not find any such index in the tender document. | The tender terms shall prevail. |
| 23 | Annexure-1 to SOR | Sl. No. 2 requires quotation of 'transportation charges from Ex-Mine head to up to loading into vessel at port/jetty, Royalty and Labour Welfare Cess'. We request to delete this requirement as the data for individual components would be difficult to obtain. Please confirm whether we can give combined quotation for these components. | The tender terms shall prevail. |