

CORRIGENDUM NO. 1 dated 17.11.2015

To

NIT No. STC/HYDRO/IMP COAL/HPGCL/2015-16/02 DATED 14.10.2015

Following is the clarification to the queries raised by few of the prospective bidders in the NIT No. STC/HYDRO/IMP COAL/HPGCL/2015-16/02 dated 14.10.2015. There is no change in any terms and conditions of the tender document.

THE STATE TRADING CORPORATION OF INDIA LIMITED			
BID CLARIFICATIONS TO TENDER NO: STC/HYDRO/IMP COAL/HPGCL/2015-16/02			
S.No.	Query Clause No.	Clarification Sought by bidders	STC' s Reply
1.	Clause No. 11 Vol-I	Bank Guarantee for EMD should be valid 180 days of the tender opening date i.e. it should be valid till 17.05.2016.	The validity period of EMD is clearly mentioned in tender document.
2.	Clause No. 4.4 Vol-III	In Which envelope do bidders have to provide Q-certificate confirming correct CIF price.	The bidders are not required to enclose Annexure-Q while submitting their bid. Only successful bidder(s) shall provide this at later stage.
3.	Clause No. 3 Vol-II	STC should clarify that, "In case of Importing from ASEAN countries supplier shall submit ASEAN India Free Trade Area preferential Tariff Certificate of Origin (Form A1). Form A1 shall clearly reflect the FOB value, name of mine, etc."	The taxes and duties will be applicable as per clause no. 3 of Vol-II of the tender documents.
4.	Clause 3B(iii), Vol-I	<i>"In case of bidder submitting the handling experience of their associates, the bidder shall furnish a certified copy of legally executed MOUs/Agreement entered into between the bidder and the associate duly attested by Statutory Auditors of the bidder for specifically the subject tender."</i> Kindly clarify if the bidder is required to have a past association	The tender terms are self-explanatory. This will be applicable as per clause no. 3.B.(iii) of Vol-I of tender documents.

		with the handling agent for the quantity handled or a fresh MOU/agreement has to be executed and submitted for this tender.	
5.	Clause 3B(i), Vol-I	<p><i>“Handling Experience certificate in original from the End-User (in case quantity is handled by the bidder or from the associate(s) who has handled the quantity for the bidder as per Annexure-J-1/J-2 as applicable”.</i></p> <p>Kindly clarify whether associate has to submit a self certified certificate for the quantity handled for the bidder or the handling associate can submit a certificate for a quantity .handled for other than bidder.</p>	The tender terms are self-explanatory. This will be applicable as per clause no. 3.B.(i) of Vol-I of tender documents.
6.	Clause 4.3 Vol-III	<p><i>“The above component A of the price will be subject to variation for payment as per date of Bill of Lading based on the weekly index calculated based on the weekly indices for the Richard Bay API4 for 6000 Kcal/ Kg NCV, Newcastle Export Index (NEX) for 6700 Kcal/ Kg GAD and Global Coal New Castle (GCNEW C) for 6000 Kcal/ Kg NCV with weightage 50:25:25 in line with the methodology adopted by CERC.”. In recent times for index based FOB price calculations CERC composite methodology is being used by most of the coal purchasers including NTPC, MAHAGENCO, APGENCO etc. It is therefore requested to adopt the same methodology in this tender also.”</i></p>	Tender terms are self explanatory. The provision has been made in the tender document at Clause No. 4.3 of Vol-III that for coal imported from Indonesia. Indonesian Coal Index ICI3 will be applicable and for coal imported from other countries, CERC methodology will be applicable.

7.	Clause No. 4, Vol-I	<p><i>“Original tender document duly stamped and signed on all pages as a token of acceptance to all terms and conditions”</i>. Kindly clarify if a bidder can submitted a signed copy of the downloaded tender copy with tender fees or original tender copy has to be submitted with Bid documents.</p>	<p>The bidder can submit a signed copy of the downloaded tender copy along with cost of tender document in the bid.</p>
8.	Clause No. 14-Vol-II	<p><i>“STC reserves the right to cancel the contract in full or part by written notice of 15 days if the performance is not satisfactory in accordance with the contract/ order in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the order by giving 15 days written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.”</i> and Clause No. 20-Vol-III: <i>“STC reserves the right to cancel the contract in full or part by written notice of one month if the performance is not satisfactory in accordance with the contract/ order in opinion of STC or the contract is found uneconomical to STC. STC also reserves the right to terminate/ cancel the order by giving one month written notice without assigning any reason thereof. In case any vessel is in transit after nomination it will be exempted from the notice of termination.”</i> It is requested to amend Clause No. 14</p>	<p>Tender terms are self-explanatory. The provision of 15 days is regarding suspension of work as contained in the Clause No. 14 of Volume-II of the tender documents. The provision of one month is regarding termination as contained in the Clause No. 20 of Vol-III of tender documents.</p>

		of Vol-II by making the notice period for termination as 30 days in place of 15 days to be at par with the provision of clause no. 20 of Vol-III.	
9.	Annexure-S	With regards to appointment of IIA at LP & DP from the list provided, we request to make the list a suggestive with provision to include mutually agreed IIA as many of these IIA do not exist and from the ones existing may have their registration/certificate expiring in between.	The list of agencies for load port testing and discharge port testing provided as Annexure-S in the tender documents shall remain unchanged.
10.	Annexure-P	Please refer to Annexure-P of the tender documents where detail of Quantity of coal and Quantity of coal has to be given by Mines owner. Most of the mine owners are not willing to submit the details of Quality and Quantity of mines at this stage. Most of the coal purchaser in government-sector including NTPC, MAHAGENCO, APGENCO etc. do not ask for such details. In any case HPGCL shall be making payment towards coal as per test/analysis done at their respective plants. Hence it is requested to delete the two columns from the Annexure-P for Quality of coal and Quantity of Coal.	The provision already in the tender documents shall remain unchanged.
11.	N.A.	Request for extension in Last date of Submission of Bid.	There will be no change in the last date of submission of the bid.

THIS CORRIGENDUM BECOMES AN INTEGRAL PART OF THE NIT No.
STC/HYDRO/IMP COAL/HPGCL/2015-16/02 DATED 14.10.2015