

**Clarification & reply against Global tender No. MBL/TC/2018-03/ Dated
12th April 2018**

Clarification 1.

There is a mention that a techno-commercial bid (Part 1 – refer point 6(a) of the tender document) has to be submitted. However, there is no particular format that is shared for the same. Can you please let us know the contents that should be included in the techno-commercial bid (Part 1)?

Reply to Clarification 1

Kindly refer clause no 10 of the tender:

Clause 10.1 With the techno commercial bid, you need to submit details of the coal purchased/traded in the last three years, up to the last date of bid submission

Clause 10.2 Bidders shall furnish detailed information of company /individual along with the last three (3) years published annual accounts and annual report. These documents should clearly show the exact nature of ownership.

Please also refer clause no 10.3, 10.4 and 10.5 in this regard

Clarification 2.

Annexure 1

Refer clause 6.6 - There is a mention that the full contracted quantity has to be lifted by 30th April 2018. The date should be revised to 30th July 2018, as per our understanding.

Reply to Clarification 2

Agreed: The clause no 6.6 is modified as “The purchaser shall lift the full contracted quantity by 31st July,2018 unless agreed by MBL failing which the performance guarantee shall be encashed and agreement terminated. In case the extension is granted by the seller, then in that case the performance guarantee shall not be encashed”.

Clarification 3

Payment – in clause 5, there is a mention of advance payment for the entire shipment basis proforma invoice. However, in clause 6.5, there is a mention of Letter of Credit. Please clarify what will be the mode of payment.

Reply to Clarification 3

The mode of payment shall be advance payment only. No letter of Credit shall be accepted. As such the clause no 6.5 is deleted.

Clarification 4.

Clause 5.3 – there is a mention that all “copies” will be provided to the Buyer. However, Buyer will also require originals to clear the cargo at the discharge port. Please clarify the number of days and mode of providing original documents.

Reply to Clarification 4

Originals as required will be provided

Clarification 5.

In normal shipping practice, Master has the right to reject the cargo in case of contamination. This clause is missing in Annexure III. Please clarify how the buyer is protected for any contamination of cargo if this clause is missing.

Reply to Clarification 5

Tender conditions to remain unchanged. It will be as per the tender conditions.

Clarification 6

Part IV of the Bidding Documents Page 13 of 31 - Clause 2.3 Payment - mentions that the payment shall be made by revolving Letter of Credit. However in Annexure I Page 17 of 31 – Para 5 Terms of Payment – it is mentioned that the payment shall be made in Advance against each shipment. Kindly advise the applicable payment terms.

Also advise if the terms of payment is Revolving Letter of Credit, it is ok to open the separate LC for each shipment under the contract before the agreed laycans and not revolving LC.

Reply to Clarification 6

The provision of payment has been made as advance payment only in this tender. No letter of Credit shall be accepted as such the clause 2.3 shall not be applicable.

Clarification 7

Page 23 of 31 Annexure II to the Agreement specifies the Technical Specifications of Thermal Coal

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Total Sulphur (AD) Rejection limit is more than **1.1%** whereas Annexure IIA Page 24 of 31 specifies that penalty on Sulphur is applicable upto 1.2%. Hence, kindly confirm that there is error in Annexure IIA and that penalty on Sulphur is applicable upto 1.1%.

Reply to the Clarification 7

The clause is OK and stands as per the existing tender

Clarification 8

Page 4 of 31: Clause 10 - Please note the details of coal purchased/ traded in the last 3 years may be difficult to share. Would a letter from supplier for successful purchase of quantity would be sufficient (same letter as submitted in last tender)

Reply to the Clarification 8

The letter from supplier for successful purchase of quantity would be sufficient. However, it is preferable to give copy of the coal traded in last three years/ Bill of lading document.

Clarification 9

Page 7 of 31 : Clause 16.6 - Base Price : as per standard international practice, API4 index used for pricing should be for the month of BL and not two weeks average as it is difficult to hedge the same. Kindly confirm.

Reply to the Clarification 9

This clause is OK and stands as per the existing tender.

Clarification 10

Page 7 of 31 - Clause 16.6 - Pricing Mechanism. – Usually API4 is for 6000 NAR cargo while the cargo being offered is 5500 NAR. So the derived price arrived after deducting the discount from the base price (API4) would be for 6000 NAR basis or 5500 NAR basis?

For sake of clarity: Assuming API4 = 100 USD

Discount : 15 USD

Derived price: $100 - 15 = 85$ USD

This 85 USD would be price basis 5500 NAR or 6000 NAR? Please clarify.

Reply to the Clarification 10

This derived price shall be for 55,00 NAR.

Clarification 11

Kindly advise if Seller shall be able to provide the Certificate of Origin for obtaining concessional duty for import from least developed nations category

Reply to the Clarification 11

YES. COO for LDC as required by Indian Customs will be provided

Clarification 12

We request you to kindly consider NOR tendering at ATDNSHINC and turntime of 12 hrs as per standard international shipping practice.

Reply to the Clarification 12

Turntime will be 24 hours

Clarification 13

In view of the NCV (ARB) reported and invoiced by ICVL in the recent shipments, we hereby advice ICVL to make necessary amendment in the live tender for NCV (ARB) Kcal /Kg,as no participant will like to remain exposed on the premium as it can be of any amount. It is strongly advised to remove the premium clause from the tender enabling us to remain unexposed to such surprises. Please note that the buyers are not used to pay premium and we are incurring huge loss due to premium quality coal. The customers who buy 5500 NAR Coal, they need coal in the range of 5300 -5500 only. There are separate set of customers who would be interested in higher CV, we sell cargos as soon as the tender is awarded and hence we can't change our buyer segment at the last moment.

Hope this is taken as piece of advice in the right spirit and will do the needful in the interest of the trade

Reply to the Clarification 13

The clauses in the tender are as per requirement of MBL and bidders are required to quote accordingly.

Note: Please also refer earlier clarification uploaded on the site