

Clarification no. 01 dated 15.7.2015

Tender no. MMTC/Steam Coal/15-16/CIL/1236 (R2) date 24.6.2015

S. No	Clause No.	Observations of prospective bidders	Divisions Reply/Observation
1	19	Please refer to clause no. 19 last para "Based on the lowest landed cost of imported coal at plant and indicated quantity for concerned plant, the weighted average of lowest landed costs for all plants shall be considered for determining L-1 offer in the bid." Please clarify if the L-1 bidder will be placed work order for supply to the plants on the basis of the rates quoted by the bidder for each of the plants individually and will not be asked to match L-1 price received for each of the plant separately.	The award criteria for determining L-1 bidder is very clear. In this regard please also refer to S.No. 'Q' of Annexure-S (Price Sheet).
2		Please refer to tender no. MMTC/steam coal/ 15-16/CIL/1236 dated 9.4.2015 which had submission date of 19.05.2015. We had participated in the same package and submitted self attested copy of all experience certificates. As this tender is a repeat of the same exercise having similar quantity and terms and conditions and the fact that the earlier tender was opened on 26.5.2015 at 15:30, we request you to kindly accept the copies of the experience certificates already submitted towards qualifying requirement in the earlier tender as the originals have been submitted to you a month and a half back	As per tender
3		For the plant of APPDCL kindly confirm that the supplier will not be required to transport the coal by road/rail or any other mode .The price to be quoted is only for supply of coal on Ex-port basis.	In case of APPDCL, the unloading of coal from ship and movement through port conveyor system upto a terminal point (Silo) is also in the scope of work of bidder. APPDCL pipe conveyor will feed the SDSTPS plant from terminal point (silio). The in line weighing scales (Belt Weighers) will be on the feeding conveyor just before the Silo. Transport of coal to APPDCL

			plant by rail/road or by any other mode is not part of the scope of work of bidder.
4	clause no 1 sub clause (iii)	<p>Please refer to clause no 1 sub clause (iii) of location of delivery points of volume-1 instruction to bidders which is “M/s APPDCL, Krishnapatnam TPS: Sri Damodaram Sanjeevaiah TPS, Krishnapatnam , Nellore, Andra Pradesh . The delivery of coal shall be made at Krishnapatnam Port, The plant will accept the weight as measured on their weightometer for billing purpose”</p> <p>Since the delivery will be on Ex-Krishnapatnam port basis , for billing purpose weight of coal as measured on the weightometer of the plant will be considered. Please clarify how the transit loss will be attributed to the supplier when coal will be in possession of APPDCL.</p>	Kindly refer to clarification at s.no. 3
5	Vol-III – Clause 9 Page 32	<p>“MMTC shall remit the payment of C&F to Successful bidder in USD. There may be some shortfall or excess amount payable in USD owing to difference in exchange rate at which MMTC receives the payment from CIL and remits the payment to Successful bidder. MMTC shall not bear the loss/gain on account of such variation and the differences shall be settled through credit note or debit note of appropriate value on vessel to vessel basis or at the end of contract while remitting payment for the last shipment.”</p> <p>Requested to kindly provide clarity on the mechanism of the above mode of settlement of differences in exchange rate variations?</p>	<p>The Scope of Work in the said tender comprises broadly of two parts i.e., supply of imported coal of requisite specifications on C&F basis at Indian ports; and handling, clearing, forwarding, transportation, delivery of coal at TPS/Point of Delivery .</p> <p>MMTC need to fulfill the requirement of importer in procurement and supply of coal. For completion of the entire scope of work, MMTC will enter into a tripartite agreement with successful bidder and overseas supplier/ JV partner. MMTC shall make the C&F payment to the overseas supplier in USD.</p> <p>Kindly refer to Vol-III, Clause 5 which stipulates that CIL would make payment of C&F basis RBI exchange rate prevailing on B/L date where as the payment will be released by CIL to MMTC in INR after delivery of coal. There may be difference in exchange rate at</p>

			which MMTC receives the payment from CIL and remits the same to Overseas supplier of Successful bidder in USD basis the prevailing exchange rate. Any loss/gain on account of such variation will be passed on to Successful bidder/ Overseas supplier.
6	Vol-II Clause 6 page -19	Please clarify whether the INR and USD payments from MMTC can be made to two different members of the JV/Consortium and in two different geographies (including overseas)	MMTC will make USD payment for C&F component to overseas JV partner/ overseas supplier declared by bidder in its bid. However, all payments towards other charges will be made to Successful bidder/Indian JV partner acting as handling agent. Kindly also refer clarification at s.no. 5 above.
7	Vol-1 Clause 24.1 & Clause 25.2 page 15	<p>“The Bidder should have working capital of more than INR 100 Cr. (including access to lines of credit from nationalized bank/scheduled bank and availability of other financial resources to meet requirements). Such certificate shall be dated within three months before the date of tender opening.”</p> <p>“The Bidders must submit documentary proof such as copy of work order/contract agreement as well as completion certificates for technical qualification criteria and copy of balance sheet for last three years and letter certifying working capital from Statutory Auditor for financial qualification criteria.”</p> <p>Is the working capital certificate to indicate the lines of credit ?</p> <p>Also please clarify if the Working Capital Certificate is to be issued by the Auditor or by the bank?</p>	The certificate should be provided from statutory auditor apart from Bank letter.
8		Will MMTC provide format for “Power of attorney” and “Consortium agreement”?	No
9	Vol-III Clause – 3 (vii) Page	For, APPDCL “the quantity of coal to be supplied by bidder to be on vessel load basis.” Please Clarify Procedure	In case of APPDCL the consignment of coal will be on vessel load quantity whereas in

	24 & Vol-III Clause 6.2.3 page 29	In case of APPDCL please confirm if the Conveyor system from unloading port to Station fully operational. If not, how is the imported coal envisaged to be dispatched to the APPDCL power station from the port and what would be the scope of responsibility of the Supplier in this case.	all other cases the consignment will be rake load quantity. As regard to conveyor system, kindly refer to clarification at Sl.no. 3
10	Vol-1 Clause 14.1 Envelope IV Page9	“ Name of the Overseas Supplier” Please confirm format or documentation (if any) required to be submitted for the Name of Overseas supplier?	No prescribed format or documentation is asked for submission of name of overseas supplier. Bidder has to provide name of overseas supplier along with address on its letter head along with price bid in annexure-4
11	Clause No. 24.1, Volume I, Instruction to bidders	After Clause 24.1, Clause 25.2 is listed in the tender. Kindly clarify if there are any other clauses between clauses 24.1 and 25.2	No.
12	Clause 1.0, Introduction, Volume-I, ITB	We wish to state that the table containing TPS-wise tentative break-up of quantities indicated that the tentative supply period for this contract is 2 nd Quarter 2015-16 (as per the table header), whereas, the Clause 25.0, Agreement, Volume-III, Technical Specifications, mentions the supply period as 6 months. These two clauses are in conflict, hence, we request you to kindly clarify on the same.	Kindly refer s. no. 1 of Corrigendum no. 2
13	Clause 1.0, Introduction, Volume-I, ITB	The clause states that “The Scope of Work includes procurement of 0.353 MMT (+2%buyer’s option) foreign origin coal (meeting quality requirements) to Indian Ports, arranging vessels, stevedoring, handling, storage, port clearances, arranging railway rakes for inland transportation in India, loading, transportation and delivery of coal at delivery points by investing its own wrking capital.” As mentioned in the tender documents, delivery points are the TPSs except for M/s. APPDCL where it is Krishnapattnam Port. However, this clause is not very clear on the scope of work in case of APPDCL, i.e., which activities out arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes	Kindly refer to clarification at s.no. 3

		<p>for inland transportation in India, loading, transportation and delivery of coal at delivery points are part of the scope of work. A bidder would need a clear and unequivocal understanding of the scope of work in order to be efficient in offering the prices.</p> <p>Hence, we request you to kindly incorporate a clear and detailed scope of work for M/s. APPDCL to avoid any confusion amongst bidders at the bidding stage and disputes and disruption at supply stage.</p>	
14	Clause 24.1 D & 25.2 Qualifying Requirement, Volume-I, ITB	<p>The above mentioned clauses state that the working capital certificate should be dated within 3 months from the date of tender opening. 3 months window from the date of tender opening, i.e. 15th July 2015 is between 15th April and 15th July.</p> <p>We wish to state that since at the time of bid opening, auditing of financial statements would not have been finished, please consider the submission of certificate as on 31st Mar 2015 (as per the latest audited financial statements).</p>	Kindly refer to clarification at s.no. 7
15	Annexure S, Price Schedule Form	<p>As per the Price schedule form, the landed price for evaluation shall be arrived after considering basic custom duty of 2.5%.</p> <p>We wish to state that tender stipulates the compulsion of availing any concession in custom duty, if applicable. As per the ASEAN India Free Trade Agreement (AIFTA), concession of 2.5% of BCD is available in case the importer produces Form A1 certificate in case of import from ASEAN nations. By considering the BCD of 2.5% for evaluation of lowest bidder, owner shall be providing an advantage to the suppliers from other geographies (South Africa / Australia etc.) compared to the suppliers from ASEAN countries.</p> <p>Therefore, we request you to give option to bidders to quote Custom Duty as per prevailing norms. It shall be beneficial to the purchaser and also lead to parity in pricing.</p>	As per tender.

CORRIGENDUM-02 DATED 15.7.2015

TO

TENDER NO. MMTC/Steam Coal/15-16/CIL/1236 (R2) date 24.6.2015

S.n	Bid Doc/ Section Ref	Instead of	Read as
1	Clause 25.0, Agreement, Volume-III, Technical Specifications, last line	The Agreement with the Successful Bidder is proposed to remain in force for 6 months supply period + two months from the date of signing and further extendable, in case CIL advises MMTC, based on the progress of execution of Agreement.	The Agreement with the Successful Bidder is proposed to remain in force upto Nov'2015 from the date of signing and further extendable by CIL/MMTC based on the progress of execution of Agreement.
2	Annexure-L, Section-1 (1), page-58	MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.	MMTC commits itself to take all necessary measures to prevent corruption and to observe the following principles.
3	Annexure-S, S.no. 4 "Period of Shipment"	Quarter-II (2014-15) or as per requirement of MMTC/CIL.	Quarter-II (2015-16) or as per requirement of MMTC/CIL.

ALL OTHER TERMS AND CONDITIONS OF THE TENDER REMAIN THE SAME.

THIS CORRIGENDUM BECOMES AN INTEGRAL PART OF THE TENDER NO. MMTC/Steam Coal/15-16/CIL/1236 (R2) date 24.6.2015

www.mmtclimited.gov.in & www.eprocure.gov.in