

STATE TRADING CORPORATION

Supply of Petroleum Products

Tender Reference: STC/01/19

Clarification No. 4

Attention: All Bidders

1. Query No. 1

- Collection of Bidding Document Annex VIII, can you agreed a letter of introduction of the company instead of the Annex VIII.

Reply No. 1

- It is mandatory to fill the Company Profile. However, Bidders may provide any additional information.

2. Query No. 2

- 13. Notification and Award of contract
In case of not be award please confirm that you will return the tender bond and in case of termination of the contact the performance security get back in full.

Reply No. 2

- Yes, we confirm the above.

3. Query No. 3

- CONDITIONS OF CONTRACT
Page 14 / 1.2.3
Can STC increase or decrease the total quantity over 10 % after the closing of the tender

Reply No. 3

- It's not the intention, but if during the duration of the contract the need arise to increase or decrease the quantity, then, it will be mutually discussed and agreed with the Seller.

4. Query No. 4

- Page 14 / 1.3
Is it at the seller option to discharge in Quay 1 or NOJ?

Reply No. 4

- It is the Mauritius Ports Authority (MPA) which decides on which quay to berth the CPP vessels. Normally CPP vessels berth at NOJ, however in case of unavailability of NOJ (prevailing to weather conditions or other conditions), the decision to berth at Quay 1 rests on MPA.

5. Query No. 5

- Page 14
Could you please clarify the process of nomination of the quantity?

Reply No. 5

- Depending on demand, the Buyer will provide the nominated quantities which would be within the range as described in clause 1.4 (c) and (d).

6. Query No. 6

- 1.4 (a)
For the Fob/DAP offer when STC nominate the final quantity at +/-5% BO?

Reply No. 6

- Upon placing of order.

7. Query No. 7 (a)

- Page 14 / 1.4 (b)
DAP Basis,
Is the final quantity nominated at the same time of the nomination of the 3 days laycan ?

Reply No. 7 (a)

- Yes.

Query No. 7(b)

- Is it calendar days or working days, in case of working days is it Mauritius working days?

Reply No. 7(b)

- Calendar days

Query No. 7(c)

- **FOB Basis**
When is the vessel nominated?

Reply No. 7(c)

- A least 10 days before first day of loading laycan.

8. Query No. 8

- Page 15 / 1.4 (c) and (d),
Will STC guarantee the quantity range for CPP and DPP?

Reply No. 8

- Yes. However, depending on demand, priority will be given to Mogas, Gas Oil 10 ppm and Jet A1 to load CPP in lots of 43,000 metric tons.

Query No. 8(b)

- When will STC give the final quantity?

Reply No. 8(b)

- Intention is at the time of placing of order.

Query No. 8(c)

- The max DWT is 44'000 MT but the requested Cargoes will be 43'000 MT. Could you please clarify? From our Shipping department the DWT in Quay1 is max 47'000 MT, please confirm that the max is 44'000 MT; From my Shipping department the DWT in NOJ is max 64'000 MT, please confirm the at the max is 62'000 MT

Reply No. 8 (c)

- The DWT of 48,000 MT max at Quay 1 and 64,000 MT max at NOJ are acceptable by the Mauritius Port Authority.

9. Query No. 9

- Page 15 / 1.4 (e) could you please clarify
Quote
nominated vessel must have the flexibility to load products as per STC requirements
Unquote

Reply No. 9

- The nominated vessel will need to have the flexibility to load CPP and DPP as per the requirement of STC which would be in the range as per clause 1.4 (c) and (d) of the tender document.

10. Query No. 10 (a)

- Page 15 / 1.4 (e)
change of parcel is it above or below the +/-5% tolerance?

Reply No. 10(a)

- It can be both.

Query No. 10 (b)

- Is it a mutually agreement the change of parcels size?

Reply No. 10 (b)

- Yes

Query No. 10 (c)

- Must buyer always request the 4 CPP or the 3 DPP on board of the vessel?

Reply No. 10 (c)

- That is the intention; however, for CPP, please refer to Reply No. 8.

Query No. 10 (d)

- With the quantity min-max it's impossible to supply the full quantity of Gasoil 0.25 can we supply full vessel of gasoil 0.25?

Reply No. 10 (d)

- For few of the deliveries, STC would require higher volume of the MGO.
- No STC will not be able to receive a full vessel of MGO.

11. Query No. 11

- Page 18 / 3.
payment, could you please confirm that it is calendar day ?
is it calendar days?

Reply No. 11

- Yes, calendar days.

12. Query No. 12

- Page 19 / 4.
Could you please clarify :
Quote
At the discharge port and is delivered in Port Louis
Unquote
Do you mean delivered at the port or at the specific tanks in the port ?

Reply No. 12

- Delivered at Port.

13. Query No. 13

- Quote
The product shall be consigned to the Buyer
Unquote
Could you please clarify?

Reply No. 13

- It means the consignee will have to be STC.

14. Query No. 14 (a)

- Page 19 / 5.
On the Fob how do we process in case there is no refinery, can we agree to use an independent international inspector ?

Reply No. 14 (a)

- Yes, we would use an independent international inspector.

Query No. 14 (b)

- For the FOB basis, the usual practice is to have a mutual agreed inspector, is it the case here?

Reply No. 14 (b)

- Appointment of the internationally recognized inspector by STC is done through a tendering process.

15. Query No. 15 (a)

- Page 19 / 6.1 for the DAP basis:
Where is the quantity measure ? is it in the ship tank at disport or shore tank at disport ?

Reply No. 15 (a)

- Shore tank

Query No. 15 (b)

- In case of losses less than 0.5% do we use the Bill of Lading quantity for the invoice ?

Reply No. 15 (b)

- Invoice quantity shall be Bill of Lading quantity.

Query No. 15 (c)

- In case of losses more than 0.5% the quantity use is it the outturn quantity in shore tanks at discharge port ?

Reply No. 15 (c)

- Invoice quantity shall be Outturn Quantity as per survey report.

16. Query No. 16 (a)

- Page 20 / 7.
Are the demurrage calculated as per CP term and conditions?

Reply No. 16 (a)

- Yes, however, Demurrage to be capped at USD 20,000 pdpr as per tender document.

Query No. 16 (b)

- How is it if there is no CP because of the use of the TC vessel ?

Reply No. 16 (b)

- Demurrage rate shall then be the agreed rate between Buyer and its Vessel's Owner but always capped at USD 20,000 pdpr.

17. Query No. 17

- Page 21 / (f) and (g)
On the port the restriction on the DWT is it the real DWT of the vessel or is it the summer DWT indicate in the Q88 ?
Has the supplier the option to discharge at New Oil Jetty or in Quay 1 ?
Can the supplier always discharge in New Oil Jetty ?
Can we discharge during the night ?

Reply No. 17

- It is the real DWT.
- It is the Mauritius Ports Authority (MPA) which decides on which quay to berth the CPP vessels. Normally CPP vessels berth at NOJ, however in case of unavailability of NOJ (prevailing to weather conditions or other conditions), the decision to berth at Quay 1 rests on MPA.
- Vessels are allowed to discharge CPP at New Oil Jetty during the night.

18. Query No. 18

- Page 24 / how do you consider the congestion at loading port (point 11.2) is it a supplier fails? could you please clarify the point 11.2 (page 24)

Reply No. 18

- Yes.

19. Query No. 19

- Page 25 / 16 Termination agreement
Will it be possible to replace this clause by the BP's

Reply No. 19

- No

20. Query No. 20

- Page 26 /16.3 Termination for Convenience
Could you please clarify this point

Reply No. 20

- As replied in Clarification No. 1, Query No. 12 dated 9 April 2019, It is a provision that entitles the buyer, with service of a notice, to inform the supplier that it is terminating the contract at any time without any liability for damages to the supplier that the latter might suffer as a result of the termination. The reason for termination by the buyer is for a reason other than the supplier's default.

21. Query No. 21

- Annex V/1 please clarify the test method reference 7.1 /7.2 /7.3 /7.5 /7.7 / 7.8 / 7.9 /7.10
- Annex VI/1 please clarify the test method reference 7.1/7.5/7.7/7.8/7.2 /7.3/ 6.3a / 7.9/7.10/7.11
- Annex VII/1 please clarify the test method reference 7.1 /7.5/7.7 7.8/7.2/7.3/ 6.3a/7.9/7.10/7.11

Reply No. 21

- Please refer to ISO 8217:2012 standards.

State Trading Corporation
16 April 2019