

STATE TRADING CORPORATION

Supply of Petroleum Products

Tender Reference: STC/01/19

Clarification No.1

Attention: All Bidders

1. Query No. 1

1.4.b. STC advises the laycan 24 days in advance, this is quite a short notice given that it takes 9 to 10 days from AG and India to reach Port Louis. They also say that vessel needs to be Shell/Total approved. Do we need both approval or if one accepts and the other rejects is fine?

Reply No. 1

STC will provide the laycan at discharge port at least 24 days in advance to the Supplier. The vessel shall be subject to International vetting system by Oil Majors; either by Total or Shell.

2. Query No. 2

1.4.e. It will be complicated to amend the quantity to load after the nomination from STC. Kindly revisit if possible.

Reply No. 2

If such situation arises, it shall be mutually discussed/agreed between STC and the supplier.

3. Query No. 3

1.4.h. Double valve segregation is mandatory for gasoil/jet/gasoline combi but we could do a single valve segregation between gasoil and MGO?

Reply No. 3

As per clause 1.4(h) of the bid document, CPP shall be loaded in vessels with double-valve segregation between grades.

4. Query No. 4

6.1. Invoicing quantity is not clearly stated. STC say if there is a loss above 0.5% but it is not clear if STC compare ship vessels at loadport and ship arrival figures at disport or BL

vs arrival figures or BL versus outturn. As this is a DAP delivery invoice should be based on ship arrival figures VEF applied if valid. Kindly clarify.

Reply No. 4

Invoice shall be based on outturn volume at discharge port

5. Query No. 5

8.b. Laytimes of 84 and 72 hours look very broad. Kindly confirm.

Reply No. 5

Laytime at Port Louis shall be as follows:

- 84 hrs for a cargo of 42,000 MT and pro-rata thereof for CPP
- 72 hrs for a cargo of 33,000 MT and pro-rata thereof for DPP

6. Query No. 6

Point 5) Validity of the Bid: 9th August 2019: Please clarify this point, if tenure of the contract starts before than end of validity and how does STC expects counterparty performance in that case?

Reply No. 6

The successful bidder will be required to submit a Performance Bank Guarantee within ten (10) days after notification of acceptance of his tender. A supply agreement shall then be signed between STC and the successful bidder.

7. Query No. 7

Point 13) STC reserves the right to split the contract: Kindly clarify the structure of the splits, if any.

Reply No. 7

The contract for supply of petroleum products both CPP and DPP may be awarded to one bidder, however, STC reserves the right to award the contract for CPP to one bidder and DPP to another bidder.

8. Query No. 8

Point 1.4 a) Delivery/ Parcel sizes “**the supplier will be allowed an operational tolerance of +/-5pct** for each cargo” however nothing is mentioned about the average size each lot of fuel, neither if the global tender volumes are expected to be evenly spread.

Reply No. 8

Please refer to 1.4(c) and 1.4(d) where the splits of the parcel per cargo are specified.

9. Query No. 9

Point 1.4 d) Cargoes of DPP shall in lots of 33kt +/-**5pct at STC's option**.
Kindly clarify if buyer / seller's option?

Reply No. 9

Buyer's option

10. Query No. 10

Please clarify if vessel arrives last day of the laycan after daylight, when is laytime starting?

Reply No. 10

As per clause 8 (c) of the bid document, in case of the vessel arriving outside the range of three days either side of the confirmed ETA, upon commencement of discharge or 6 hours after NOR, whichever is later.

11. Query No. 11

Dues and taxes: please clarify if any applicable.

Reply No. 11

Dues and taxes on the products at Discharge Port shall be for the account of STC.
Dues and taxes on the vessel shall be for the account of the supplier.

12. Query No. 12

Termination for Convenience (point 16.3): Could you kindly explain this clause further?

Reply No. 12

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.

13. Query No. 13

Annex V /1 & Annex VI /1 & Annex VII /2 **** statutory requirements, means that with IMO2020 they would certainly be entitled to switch to 0.50pct sulphur please clarify how STC intends to reflect that in the tender?

Reply No. 13

Bidders will have to abide with the prevailing statutory requirements.

14. Query No. 14

A cracked fuel oil can very well meet the Straight Run parameters that the tender request. Would STC be entitled to reject a cargo that is on spec according to their specifications if they decide that the fuel is not straight run?

Reply No. 14

Bidders shall comply as per the specifications provided in the bid document.

15. Query No. 15

When electing to send a bid by email, could we also send the bid bond copy by mail?
Because 4.3 reads:
“The Tender Bond in ORIGINAL shall reach STC by Monday 29 April 2019”

Reply No. 15

Email copy of bid bond will not be accepted.