

Response to queries against Tender No. TN/3/CM/TSPL/2019-20/R0

Date: 09 Apr 2019

S.No	Clause No.	Page No.	Tender Clause	Query of Vendor	TSPL Response
1	Volume I Clause No 9 Qualification Requirement	6	Average Annual Turnover of Bidder in preceding 3 Financial Years shall be Rs. Twenty Five Crores	In Financial qualification requirements, is there any minimum net worth requirement please clarify.	The bidder shall have positive network.
2	Volume III Clause No 3 Quality - Damages for loss on grade slippage	26	In case DO is issued for a particular grade & CIMFR report is on lower side, then Damages for loss of INR 20 per Grade shall be applicable on the Quantity for which Report is declared.	In case CIMFR report is on lower side than DO grade, the contractor should not be penalize being matter between CCL and CIMFR. please clarify	This clause stands deleted
3	Volume III Clause No 3 Quality- Liquidated Damages	27	If the Bidder fails to load on Rakes 100% quantity of a DO within 30 days from last date of lifting by Road, then Liquidated Damages (LD) shall be payable @ 5% per week of Basic Price of Coal of undelivered/failed quantity (DO lifted qty – TSPL receipt qty), subject to maximum of 15% of Basic Price of Coal of undelivered quantity.	As the Loading of rakes is depends upon the rake availability after indent placement, so contractor can't assure its loading within 30 days from last date of lifting. please clarify	The time period available with Contractor includes 45 days of DO lifting and 30 days additional, which makes it 75 days, which is enough to dispatch the coal lifted. Contractor shall follow the Tender document.
4	Volume I, Clause 7 EMD	6	The bidders are required to deposit the Earnest Money of INR 20 Lacs through Demand Draft.....	EMD against similar tender in Nov 2018 (if still retained by TSPL), should be utilised for this tender. Such bidders should be exempted from furnishing new EMD.	The EMD is separate for each Tender and Contractor shall submit the EMD accordingly.
5	Volume I, Clause 8 SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE	6	Within ten (10) working days after receipt of LOI/Work Order, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee	While service providers/Bidders will be working on very thin margins (INR 20-25 PMT), Such amount of PBG (equal to coal value or 2 Crore) will be too high. Every bidder cannot afford that. We are currently serving Nabha Power Limited from 3 different subsidiaries and still PBG amount is only 2 Crore. Such high PBG amount may result in increased Bid price and less competition. Kindly make this amount 1-1.5 Crore to encourage more bidders.	This clause shall remain the same. Please follow the Tender document.
6	Volume I, Clause 10 EVALUATION OF THE PRICE BID	7	The Bids shall be evaluated on the basis of lowest Rs./GCV (ARB) at TSPL	As there will be no GCV commitment by any bidder at any stage of Bid, please explain how evaluation will be done? We recommend to evaluate bid basis on lowest service charges (incl all) for any particular Mine-Side combination.	TSPL will take GCV (ARB) as same for all the bidders. The bids will be evaluated on Rs/GCV(ARB) as per Tender document.
7	Volume I, Clause 12 Bid Validity	7	The Bids submitted should be valid for a period of 180 days	Bid validity 6 month is too long . Please keep it valid 45-60 days which may further be extended based on mutual consent.	This clause shall remain the same. Please follow the Tender document.

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8	Volume II, Clause 6 Payment Terms	9	TSPL will release payment of 100% of the Bill for each period as admissible, within 30 working days	For transportation services , daily operational expenses are very high and bidder has to bear those expenses for smooth/speedy execution. For the same, at least 80% payment should be released within 7 days of material receipt at Plant and balance 20% within 30 days after appropriate reconciliation.	This clause is revised as follows: TSPL will release payment of 100% of the Bill for each period as admissible, within 30 days from the date of receipt of bills.
9	Volume III, Clause 2 Quantity	24	No Transit loss will be considered.	Transit loss in RCR mode is quite common due to several stages involved Mines to Stockyard -->Stockyard to Railway Siding--> Siding to Plant by Rail-->Unloading at plant Working on Nil transit shortage is not possible. All other power plants also allow transit shortage. Please allow intranet Shortage of Min. 2.0%.thereafter pl apply 100 pmt till 2.5 % , 2.5%-3.0 % - 500 Pmt & Above 3 % at Notified price, the Same NPL is also applying.	This clause shall remain the same. Please follow the Tender document.
10	Volume III, Clause 3 Quality	24	CIMFR shall do Joint Sampling, Analysis and Testing of Raw Coal loaded from Mines	CIMFR is not operational in CCL command areas mainly in Amarpali & Magadh. How TSPL will do quality check in absence of CIMFR.	TSPL shall appoint CIMFR for sampling, analysis and testing. In absence of the same TPA shall be appointed by TSPL as per Tender document.
11	Volume III, Clause 3 Quality	25	Damages for loss / Bonus on account of GCV lower / higher than [Guaranteed GCV (ARB)]	1 rs for each GCV will be too high. Please keep a window of 300 Kcal. upto which Rs. 50 per 300 GCV slippage should be applicable. GCV slippage beyond 300 will attract penalty as in tender document.	This clause shall remain the same. Please follow the Tender document.
12	Volume III, Clause 3 Quality	25	Damages for loss on account of Excess TM%	During Rainy season , please allow min. 3% allowance on TM above the value declared by CIMFR/TPA.	This clause shall remain the same. Please follow the Tender document.
13	Volume III, Clause 3 Quality	26	Damages for loss on Grade Slippage	In case of grade slippage declared by CIMFR , CIL will also credit proportionate amount to TSPL for the same. So such amount should not be bidder account because price impact on TSPL will be NIL. Kindly exclude this term.	This clause stands deleted.
14	Volume III, Clause 3 Liquidated Damages	27	If the Bidder fails to load on Rakes 100% quantity of a DO within 30 days	Most of the IPPs are linked with CCL i.e NTPC, Adhunik, TATA, Haldia Energy, Nabha Power, Jhajjar Power and more so always there is pendency on indent on each railway siding. So bidder can undertake to indent the rake timely and LD will be calculated accordingly as per date of Indenting. Similar terms are followed by all Power Plants Even NPL also, as delivery is always subject to availability of rake and pending Indents.	The time period available with Contractor includes 45 days of DO lifting and 30 days additional, which makes it 75 days, which is enough to dispatch the coal lifted. Contractor shall follow the Tender document.
15	Volume III, Clause 3 Cap on Penalties	27	Monthly Cap of 50% of monthly Transportation Charges	Please keep it capped upto max 25% so that bidder can at least recover the investment made of local transport/Fuel (which normally) covers almost 80% portion of Bid price.	This clause shall remain the same. Please follow the Tender document.

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16	-	8	“Bidder” means the party who submits its Bid. In case of a Consortium/ Joint Venture, either Lead Member or Consortium Member may submit the Bid Document, but Lead Member shall be referred to as the Bidder.	We would like to participate as consortium. While our firm meets all qualifying criteria , our other consortium partner doesn't fulfill same. Please clarify if in such case also we can submit bid in name of our partner i.e. keep him as bidder.	The Order will be given to lead partner of consortium and the lead partner shall fulfill the criteria of qualification requirement of the Tender document.
17	Volume I, Clause 8 SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE	6		As per page no. 6, para no. 8 of tender documents on security deposit, it is not possible to provide bank guarantee as equivalent to raw coal value because the monthly lifting would be approx. 50,000 mt. & value will be very high. We have given bank guarantee of 1. Cr. To other companies against the said work. We are ready to provide you with bank guarantee of 1 cr.	This clause shall remain the same. Please follow the Tender document.
18	Volume II, Clause 6 PAYMENT TERMS	9	TSPL will release payment of 100% of the Bill for each period as admissible, within 30 working days from the date of receipt of bills.	As per page no. 9, para no. 6 of tender documents on payment terms, monthly billing will not be possible because monthly lifting would be approx. 50,000 mt. It will take at least 1 month to lift coal from mines, another 1 month to send coal to your plant & after that you will be taking 1 month to process the bill for payment. The total investment would be of 3 months i.e. 1,50,000 mt. This will not be viable in any case. As per our current terms with other plants, we are submitting our bills rake wise after the said rake reaches the plant. Our payments are released after 7 days of receipt of bill.	The bidder shall bill on monthly basis and the bidder is not required to wait for completion of entire quantity of DO for raising the bills. Further, this clause is revised as follows: TSPL will release payment of 100% of the Bill for each period as admissible, within 30 days from the date of receipt of bills.