



**TALWANDI SABO POWER LIMITED**

**Reply to queries submitted by bidders/suppliers against tender following tender specification no.**

**EOI/39/CM/TSPL/2014-15/COAL BENEFICIATION**

As schedule for bidding process of above referred tender document, please check below the reply to queries submitted by various bidders/suppliers.

1. Please give Ash % in the Raw Coal

TSPL Reply: - Kindly get confirmation from MCL respective mines

2. Also give total % of -5mm in the Raw Coal

TSPL Reply: - Kindly get confirmation from MCL respective mines

3. Whether incoming & outgoing coal can be transported by Railway rake/Road

TSPL Reply: - At discretion of Service provider but cost impact will be evaluated for net landed cost

4. Yield % (Approx.) less than 34 % Ash material – 30% and Raw coal fines (-5mm) –30%

TSPL Reply: - Bidding parameters remain same as per tender terms & Refer to Volume III Clause 4 of tender

5. **EMD (PAGE NO.8)**

As per the tender condition, the bidders are required to deposit the Earnest Money of Rs.1.00 crore through Demand Draft or through RTGS. We request you to provide the Bidders with the option of submitting the Earnest Money Deposit in the form of Bank Guarantee from a Nationalized Bank as is the practice followed by all other Private or Public Sector Companies.

TSPL Reply: - BG is acceptable

6. **SPECIFICATIONS OF WASHED COAL**

You have mentioned that, the Total Moisture has to be 9.5%. We are doing the job for the last six years from Samleshwari Mines and we find the raw coal is having the average TM of approx. 12.5% (12-13%). Therefore, to supply you the washed coal having 9.5% total Moisture, seems to be a difficult task. Moreover, after washing, the Total Moisture is increased at least by 1%. Therefore, a limit of TM in washed coal should be 13.5% in dry season and 15% in rainy season. You can get the raw coal sample analyzed at your end.

TSPL Reply: - Refer to Volume III Clause 4 of tender

7. You have mentioned that you will be engaging the III Party Agency for the analysis of raw coal to us as well as same Agency for the washed coal at your end. We request you to kindly get the raw Coal sample analyzed for ash, inherent Moisture and Total

Moisture. We request you to allow 1% more moisture (Total Moisture) in washed coal as compared to TM in raw coal as per the III Party analysis.

TSPL Reply: - Refer to Volume III Clause 4 of tender

8. The average Ash in raw coal from Samleshwari Mines is 48% (45-50%). We have to reduce the Ash content by 14 point, i.e. from 48 to 34%. Therefore, to get 80% yield is not possible to achieve. Maximum yield can be achieved by taking all the precautions is 65% instead of 80% as asked by you. Therefore, our request to you is to link with input coal analysis by Third Party and based on that you may decide the yield. The Ash reduction factor is 2.5%. For reduction in each % of ash, we lose minimum 2.5% yield. Therefore, our request is to consider the yield, based on the raw coal ash percentage with YRF of 2.5%.

TSPL Reply: - Bidding parameters remain same as per tender terms

**9. QUALITY OF RAW COAL**

Please confirm that, during the raw coal analysis, the sample collected by the Third Party Agency shall be divided into three lots; the first sample will be tested at MCL lab, second will be at TSPL lab and the third one shall be kept as referee sample. In case the washery operator does not agree with the analysis report of MCL and TSPL, the free sample should be tested at Govt. Laboratories. The result of which shall be binding on both the parties.

TSPL Reply: - Not Acceptable

**10. SCOPE OF WORK [(A) PAGE NO.25, Point No. XXVIII]**

No Service Charges shall be paid for the diverted rake. Sir, we do not have any role to play. Railway diverts the rake because of congestion at your end or any technical problem in en-route. Therefore, Washery Operator should not be penalized for the same and many Government Power Plants are paying full beneficiation charges. We will lodge the complaint on your behalf with Railway for the claim and Railway settles the claim directly with you, as you are the Consignee. Therefore, our request should be considered to pay service charges for diverted rakes.

TSPL Reply: - Refer to Volume III Clause 2 of tender

**11. PAGE NO.26 POINT NO. XXXVIII**

As you know the Railway has changed the wagon carrying capacity many times without changing the size and we are loading the wagons, based on our expertise to minimize the under loading / over loading, penalty by Railway. Therefore, under loading / over loading penalty should be borne 50: 50 by both the Consignor and Consignee and this is

the practice being followed all over. Amount of under/over loading penalty shall be more, as the distance to your power plant is approx. 1600 kms.

**TSPL Reply: - Refer to Volume III Clause 2 of tender**

**12. TRANSIT LOSS**

Your Power Plant is approx. 1600 kms away from our Orient Siding. Therefore, as the distance is more, minimum 2% transit loss should be allowed and you must have experienced the same in raw coal supply, directly from MCL. Therefore transit loss provision should be there.

**TSPL Reply: - Not Acceptable.**

**13. ASH LIMIT UPTO 34% (PAGE NO. 28)**

As per the IS Standard for sampling and analysis for coal, there is a provision of variation from lab to lab and person to person, upto 2% in analysis. Therefore, cut off limit for ash should be 36% and range-wise penalty should be imposed for every percentage increase in Ash upto 36%. If the ash is more than 36%, there should not be any beneficiation charges. There is always a minimum and maximum limit for the ash in washed coal, which should be 34% desired and upto 36% acceptance with penalty.

**TSPL Reply: - Refer to Volume III Clause 5.c of tender**

**14. TOTAL MOISTURE IN WASHED COAL**

In dry season, it should be 13.5% and in rainy season, it should be 15% and in case it is more, then proportionate weight should be adjusted.

**TSPL Reply: - Not Acceptable**

**15. PENALTY ON LAPSED QUANTITY (PAGE NO. 28)**

The washery operators will make all the efforts to lift the allocated quantity within the validity of the Delivery Order. There can be instances like transporter's strike, break down of weighbridge of MCL or internet connectivity break down at MCL or washery operator's end, due to which it may not be possible to lift the complete quantity of D.O. within the validity. As per the tender condition, the washery operator is required to arrange the lapsed quantity of coal and supply to TSPL.

**TSPL Reply: - No Change in tender terms and condition**

16. As you know, in Orissa, the movement of coal/ any mine products is restricted by the Mine Permit issued by Dy. Director of Mines. The Mine Permit is issued in the name of the Company, which has a linkage or purchased coal through e-auction. Therefore, it is not technically possible to procure and supply you lapsed quantity of coal against any

D.O. MCL will refund the money to you for the lapsed quantity and we will try to coordinate for the same. Therefore, if the lifting is done upto 90% of the D.O. quantity, there should not be any penalty for lapsed quantity and if lifting is less than 90%, a token penalty may be imposed on the washery operator. This is the practice followed by other Power Companies. But washery operator shall not be in a position to buy the coal from Market and supply to you at all. Even if we intent to buy the coal from e-auction, then Mine Permit for dispatch shall be in our name, not in the name of TSPL. Therefore, the lapsed quantity coal cannot be supplied to you even by purchasing from MCL by e-auction. This is a new clause, which we are coming across first time. This is not practical. We will try to lift 100% D.O. qty in time, but many times there is no administrative problem imposed by Collector, Mines do not have sufficient material, operational problem etc.

**TSPL Reply: - No Change in tender terms and condition**

**17. PENALTY ON ACCOUNT OF EXCESS FINES:**

You have mentioned the maximum limit of fines as 0 to 2.5mm in clean coal. The size of the fines normally considered is 0 to 2mm and not 2.5mm. The standard allowable limit is less than 15% in washed coal. This is the practice followed by all Power Companies. Therefore we request you to allow us to supply fines of 0 to 2mm less than 15%.

**TSPL Reply: - Refer to Volume III Clause 6.b of tender**

**18. PENALTY FOR HIGHER COAL STOCK AT SERVICE PROVIDER'S PLANT (PAGE 30)**

This clause is not practical and general practice is that one month is given from the last date of validity of D.O. to supply 100% washed coal. We will dispatch 100% washed coal within 30 days from the last validity date of D.O. As you know, there are lot of difficulty in coordinating with MCL Mines as well as getting the Mine Permit in time and getting the rake supply in time. The most difficult task is getting the Mine Permit in Orissa for the movement of raw coal and washed coal. Most of the time, the Officers and seniors, issuing Mine Permit, are not in the office. Permit is applied on-line and in each and every case after we apply for the movement of washed coal, they make a visit to washery for every Mine Permit and we can apply for the Mine Permit only after receiving the coal at our washery from Mines. It means, 2-3 times we have to apply for the Mine Permit every week for the movement of washed coal and many times DDM-Mine Permit Department put the restriction that only once in a week we can apply for the Mine permit. We do not have any intention to keep the coal in our washery even for a day. Therefore, instead of putting penalty for coal stock beyond 25000 M.T., you give clear 30 days for dispatch of washed coal from the last D.O. validity date. Beyond

30 days, you can impose penalty for qty not dispatched. If the balance dispatchable quantity is less than a rake, it will not attract any penalty.

**TSPL Reply: - Refer to Volume III Clause 6.f of tender**

**19. PERIOD OF CONTRACT (PAGE 31)**

There is a provision to extend the contract by another two years on same terms and conditions. We request you to make a provision for the escalation in service charges, based on the diesel price and Inflation Index. Today crude oil price is very low, but three years is a pretty long period it is bound to fluctuate. Therefore, Service charges should be linked with diesel price as well as inflation index.

**TSPL Reply: - Not Acceptable**

**20. END USER CERTIFICATE FOR SUPPLY OF QUANTITIES (PAGE 38 & 39)**

We will submit photocopy of certificates issued by different Power Houses for washed coal supplied to them, original can be shown to you for verification. It is not possible to get Certificates from these power houses for such a short notice and corresponding to the specific tender. We will submit certificate from statutory auditors.

**TSPL Reply: - Please submit photocopy. Depending upon experience & merit, acceptance at TSPL's management discretion**

**21. GCV (PAGE NO. 28)**

GCV on ADB is the function of Ash and Inherent Moisture. Once you are asking for the guarantee of minimum 34% Ash, then you should not fix the GCV on ADB /ARB basis. For 13.5% TM in washed coal, 34% ash, 7% IM, GCV on ADB shall be 4337 and GCV on ARB shall be 4034, this can be guaranteed.

**TSPL Reply: - Not Acceptable**

22. We have not understood guaranteed % increase in GCV on input GCV. GCV is the function of Ash and moisture. Once we give you guaranteed Ash of 34%, then automatically depending upon moisture in raw coal, GCV in washed coal can be decided. Please clarify.

**TSPL Reply: - No Change in tender terms and condition**

**23. SERVICE TAX:**

You would like to clarify that, the Work Order will be treated as a Composite Order. Hence the applicable service Tax shall be 12.3% on all components of the job carried out by the washery operators including the rebate on reject.

**TSPL Reply: - Service tax applied as per prevailing rates.**

24. We need time for the total calculations and for preparing the documents, as desired by you including the Experience Certificate in original in your format. Getting the experience Certificate in original from the Public Sector Companies, is going to take sufficient time. We have done the job for Public Sector units. You know, how these Public Sector Unit functions. It shall be difficult to get the experience certificate in original within a day from these Power houses. We have already obtained certificates from the above PSU's for other tendering purposes. Copies of the same can be furnished along with the technical bid. Please confirm the acceptance of the same.

TSPL Reply: - Please submit copy. Depending upon experience & merit, acceptance at TSPL's management discretion

25. Extension of Last date of submission of Tender

TSPL Reply: - Refer to Volume I Clause 5 of tender

26. Allocation in Ib Valley area has to be from Samleshwari Mines. We need the confirmation for the same.

TSPL Reply: - Refer to Volume III Clause 2 of tender

27. At the time of submitting the tender, we shall not be in a position to give you the Lease Deed of Orient Siding. Once we get the contract from you, we will approach MCL for the renewal of Railway Siding. Please confirm whether it is acceptable to you or not. We fulfill all other technical and commercial conditions of the tender.

TSPL Reply: - Kindly quote. Depending upon experience & merit, acceptance at TSPL's management discretion

**28. Volume – II –Clause No. 13.0**

This Clause is one sided and needs to be reviewed.

TSPL Reply: - No Change in tender terms and condition

29. MCL allocates coal from different mines as per availability from different areas and sources, TSPL needs to approach MCL for identification of sources for raw coal supplies.

TSPL Reply: - No Change in tender terms and condition

30. Frequent cat call strikes, bad road conditions due to heavy rains affect the work and service Provider cannot be made responsible for various uncertainties.

TSPL Reply: - No Change in tender terms and condition

31. Service Provider can only co-ordinate for issuance / collection of DO to MCL. All allied expenses to be borne by TSPL  
TSPL Reply: - No Change in tender terms and condition
32. Service Provider can only co-ordinate on behalf of TSPL. CIL/MCL and other Govt. agencies always make it a point to deal only with the consumer directly and not with their Service Providers  
TSPL Reply: - Not Acceptable
33. TSPL should pay user fee to the Mining Department, Odisha. It is a statutory payment  
TSPL Reply: - Refer to tender terms and conditions
34. All effort shall be made, so as to ensure that no foreign materials are loaded along with washed coal. Since such instance will be very rare there should not be any penalty.  
TSPL Reply: - Not Acceptable
35. Analysis of raw coal by TSPL and MCL and as such quality of coal shall be as per Joint Sampling results. Further, the declared grade of mines are two to three grades higher than actual quality as such cannot ensure lifting of declared grade quality coal.  
TSPL Reply: - No Change in tender terms and condition
36. Reconciliation is to be done between TSPL & MCL, Service Provider can co-ordinate reconciliation exercise.  
TSPL Reply: - Refer to tender terms and conditions
- 37. Volume – III Clause No. 2.0 (XXIV)**  
Service Provider cannot take any responsibility as proposed.  
TSPL Reply: - Refer to Volume III Clause 2 of tender
- 38. Volume – III –Clause No. 2.0(XXVII)**  
Service Provider will provide the RR further accounting to be done by TSPL.  
TSPL Reply: - Refer to Volume III Clause 2 of tender
39. Diversion if any is beyond the control of Service Provider. No responsibility can be taken by the service provider since it depends on Railways Operational difficulties.  
TSPL Reply: - No Change in tender terms and condition



**40. Volume – III –Clause No. 2.0(XXXIII)**

The certificate shall be forwarded as soon as received from MCL

TSPL Reply: - Refer to Volume III Clause 2 of tender

41. Adherence to technical parameters as quoted / guaranteed will always be dependent upon the quality of input raw coal which has to be jointly assessed by TSPL and Service Provider.

TSPL Reply: - - As per MCL guidelines

42. In case of overloading/under loading penalty to be borne on 50:50 basis between TSPL and Service Provider.

TSPL Reply: - Refer to Volume III Clause 6.e of tender

43. Diversion is not under control of service provider. No liability is acceptable by Service Provider for such diversion by Railways

TSPL Reply: - Refer to tender terms and conditions

44. All related charges and penalties should be calculated on monthly weighted average basis and not on rake to rake basis.

TSPL Reply: - Refer to tender terms and conditions

45. Tare weight of wagons should be taken as per the Railway Rules as there is no provision to weigh empty wagons at loading end as per Railway rules.

TSPL Reply: - No Change in tender terms and condition

**46. Specification and Yield of Beneficiated Coal**

TSPL Reply: Refer to Volume III Clause 4 of tender

47. A representative of service provider should also be associated in Joint Sampling and analysis of raw coal.

TSPL Reply: - As per MCL guidelines

**48. Quality – Washed Coal**

Washery Operator should also be associated in joint sampling and analysis at unloading end

TSPL Reply: - Not Acceptable

Referee sample to be prepared and kept in joint custody of both TSPL TPA and Service Provider representative for analysis in case of dispute.

TSPL Reply: - Not Acceptable

49. Ash content of beneficiated coal is dependent upon quality of input raw coal.

This clause to be placed under penalties a/c Ash % slippage.

Quality assessment to be done on monthly basis and not rake to rake basis.

Ash % and yield % to be linked with Input coal quality.

In case of ash % slippage on monthly weighted average basis then penalty should be defined in detail as provided in existing agreement. However, transportation / loading / handling charges should be payable while penalty should be on account of beneficiation only.

TSPL Reply: - Not Acceptable

50. Total Moisture in Washed Coal should be [TM (in raw coal) + 1%]. During dry season and TM (in raw coal) + 2% during rainy season. Assessment of TM should be done on monthly weighted average basis and not on rake to rake basis.

TSPL Reply: - Not Acceptable

**51. PENALTY ON LAPSED QUANTITY**

To be maintained as per following:-

For lapsed Qty. between

95% - 100 % - Nil

85% – 95% of DO qty. - 15% of Notified price of G – 13 grade coal for the lapsed quantity.

Below 85% of DO qty. -Service Provider to arrange supply of differential quantity which is lapsed below 85%

TSPL Reply: - Refer to Volume III Clause 6.a of tender

**52. PENALTY ON A/C OF EXCESS FINES**

There should be no penalty a/c. excess fines. In case of excess fines receipt, the same to be brought to the notice of Service Provider for corrective action.

TSPL Reply: - Refer to Volume III Clause 6.b of tender

**53. GCV ADJUSTMENT**

When there is penalty on ash percentage, there cannot be additional penalty on another quality parameter which is already reflected in ash content, since GCV depends on ash% and moisture percentage. It will be penalizing twice for the same.

TSPL Reply: - Refer to Volume III Clause 6.c of tender

**54. PANALTY ON A/C. OF UNDER / OVER LOADING & RAILWAY DEMURRAGE CHARGES AT LOADING END & SHUNTING CHARGES**

Other penalties as mentioned under the clause are additional and should be deleted.

TSPL Reply: - Refer to Volume III Clause 6.e of tender

**55. PENALTY FOR HIGHER COAL STOCK AT SERVICE PROVIDER'S PLANT**

Dispatch of washed coal is dependent upon availability of rakes. Service Provider cannot be responsible for non-placement of rakes by Railways.

Responsibility of Service Provider is up to placement of Indents. If coal stock at Service Provider's plant increases, due to shortage / non availability of rakes, there should not be any penalty.

Under the normal circumstances, washed coal will be delivered within 75 days from the date of issuance of DO as maintained in the existing Agreement.

TSPL Reply: - Refer to Volume III Clause 6.f of tender

**56. Payment**

The bills shall be raised in two lots 90% and 10%

90% payment should be released within seven working days from the date of receipt of the bills after verifying the parameters of washed coal as per the provisions of the contract, the balance 10% may be released within 30 days after making any deductions if required to be made against various penalties.

TSPL Reply: - No Change in tender terms and condition

**57. Transit Loss**

There are no provisions for transit loss. A provision of 2% of transit loss may please be made.

TSPL Reply: - Not Acceptable

**58. Qualifying Requirement (Clause no. 4.1)**

If any bidder have long term (more than tender period) lease agreement for running the washery can they submit the bid?

Kindly quote. Depending upon experience & merit, acceptance at TSPL's management discretion.

**59. Qualifying Requirement (Clause no. 4.2)**

In case of lease from Govt authority or company, they generally give lease when there is a live work order.

Kindly quote. Depending upon experience & merit, acceptance at TSPL's management discretion.

**60. Qualifying Requirement (Clause no. 4.4)**

In case of new washery (clause no 4.1) what type of document is needed to be submitted?

TSPL Reply: - Refer to tender terms and conditions

**61. Qualifying Requirement (Clause no. 4.5)**

Please mention what type of document should be submitted in case of new washery operator.

TSPL Reply: - Refer to tender terms and conditions

Please mention for consortium / joint venture route whether document of one partner will work.

Kindly quote. Depending upon experience & merit, acceptance at TSPL's management discretion.

**62. Qualifying Requirement (Clause no. 4.6)**

Please mention what type of document should be submitted for new washery operator. Please mention for consortium / joint venture route whether document of one partner will work

TSPL Reply: - Refer to tender terms and conditions

63. Please clarify the earnest money Rs. 1 crore is fixed for all parties irrespective of their plant capacities? For example for a plant which has a capacity of producing one million tonne of beneficiated coal what should be the earnest money? In our view it should be on prorata basis as the Security deposit/Performance guarantee is 10% of the total beneficiation charges of the contracted quantity as per the tender documents.

TSPL Reply: - Refer to Volume I Clause 8 of tender

64. There is no mention about the quality parameters of raw coal supplied by MCL viz ash % (adb), moisture% (adb) & moisture %(ARB). Without these, the yield percentage of

beneficiated coal cannot be ascertained. Moreover, the total moisture content of beneficiated coal will also depend on the total moisture present in the raw coal. Please clarify. As per the practice total moisture of clean coal should be 11% in dry season and 13% in wet season and is 2.5% over and above of raw coal total moisture.

**TSPL Reply: - No Change in tender terms and condition**

65. At page No 27, it was mentioned that the ash content of beneficiated coal should be < 34%. It is not clear whether it is on air dried basis (arb) or equilibrated basis. Please clarify.

**TSPL Reply: - ARB Basis**

66. At page No 40, the % yield of beneficiated coal should be minimum 80%. Please clarify on what basis it should be so? Whether it is on as produced basis i.e quantity of beneficiated coal produced divided by quantity of raw coal received? or as air dried basis i.e quantity of beneficiated coal produced on air dried basis divided by quantity of raw coal received on air dried basis? Or on completely dry basis? Please clarify.

**TSPL Reply: - Yield is on quantity of beneficiated coal produced divided by DO quantity of raw coal.**

67. 80% yield has no basis as per coal of MCL. It should be <74% on wet basis i.e 72% on dry basis if the raw coal ash is 43.8% on adb. If the ash content is more than the yield will decrease. Insisting 80% yield means encouraging malpractices at your end.

**TSPL Reply: - No Change in tender terms and condition**

68. There is no mention about the determination of yield of beneficiated coal. Please clarify on what basis it should be. In our view it should be on monthly weighted basis i.e the quantity (ARB) of beneficiated coal received at TSPL end divided by quantity (ARB) of raw coal issued by MCL.

**TSPL Reply: - DO quantity basis**

69. As per tender documents Raw coal has to be collected from four areas of MCL viz 1) Talcher 2) Ib valley 3) Basundhara 4) Kulda area. Raw coal from these different areas have different ash contents. The yield of beneficiated coal depends on ash content of raw coal and its characteristics. But as per the tender documents minimum of 80% yield of beneficiated coal is required. Kindly supply the raw coal data for the four sources if it is available at your end. Yield is not an arbitrary figure and it has to be calculated.

**TSPL Reply:-Kindly get confirmation from MCL respective mines**

70. In the basis for price bid at page 40, it is asked for guaranteed % increase in GCV on input GCV. In page 29, the GCV adjustment has been made on GCV of beneficiated coal on ARB at TSPL end. Please clarify on what basis of GCV of raw coal and washed coal (whether air dried basis or equilibrated basis or as received basis) the percentage increase to be guaranteed?

**TSPL Reply: - On as received basis**

71. At page No - 27, Specification & yield of beneficiated coal it is written that the minimum limit of fines below 2.5 mm size in clean coal should be <10%. It may be mentioned that even the raw coal contains (-) 0.5 mm coal up to 10%. Hence the limit of (-) 2.5 mm coal may be enhanced to 25%. Please clarify. To be practicable, the figure shown in bid document is absurd.

**TSPL Reply: - Refer to Volume III Clause 4 of tender**

72. Please clarify whether the service provider has to quote separate rates for the four areas of MCL as mentioned at page 42.

**TSPL Reply: - Bidder can quote separate rates for respective mine(s) but cost impact will be evaluated for net landed cost**

73. At page No. 29, it is written under penalty for Non commencement of supply that In case of failure of the service provider to commence the supply within 15 days from the issue first linkage DO, a penalty of Rs 50,000/- per day for the delayed period would be levied from the service provider. In our opinion, if the reason for the non-commencement is attributable to service provider the clause should be applicable. Please clarify.

**TSPL Reply: - Refer to Volume III Clause 6.d of tender**

74. The directions of PSERC with respect to transit loss should be allowed. There cannot be no loss in transit as shown in bid document.

**TSPL Reply: - No Change in tender terms and condition**

75. Service Provider shall ensure the 100% materialization of DO within stipulated time period of DO. In this case terms of FSA need to be followed i.e. 90% materialization. The clause of Force majeure as per FSA need to be followed.

**TSPL Reply: - No Change in tender terms and condition**

76. Service Provider shall co-ordinate with concerned Central and State Mining authorities, Dept. of Steel and Mines, Director of Mines, Dy. Director of Mines Offices etc. This is not applicable in this job. However, if at all applicable, they don't entertain service provider. However, we will facilitate the issue.

**TSPL Reply: - No Change in tender terms and condition**

77. Service provider shall also be responsible for submission of monthly mining returns as per the approved format. It is not applicable to TSPL or service provider.

**TSPL Reply: - No Change in tender terms and condition**

78. Service Provider shall ensure for carrying out reconciliation of linkage coal on quarterly basis with MCL & Railways –It must be on TSPL account, Service Provider will assist only. MCL will not recognize service provider. They will recognize TSPL. However, necessary assistance will be given.

**TSPL Reply: - No Change in tender terms and condition**

79. Service Provider shall provide railway crew management for our rakes from the loading end to till the receiving end i.e. at Coal Handling Plant of TSPL as well as coordinate, follow up and inform us for the linkage rakes status which are in transit from the point of dispatch from loaded siding to till receipt at TSPL. It will be billed separately as required.

**TSPL Reply: - No Change in tender terms and condition**

80. Service Provider shall provide daily linkage MIS report to TSPL through mail for MCL linkage program allocation and offer to TSPL – It should be in TSPL account.

**TSPL Reply: - No Change in tender terms and condition**

81. No Service Charge shall be paid for coal consigned to TSPL but diverted by Railways to Plant other than TSPL. No Service Charge shall be payable for the coal received by diversion at TSPL which was originally booked for and belong to any Plant other than TSPL –It should be TSPL account.

**TSPL Reply: - Not Acceptable**

82. Service Provider shall arrange to submit necessary mining returns (FORM-E, F, G etc.) with Central and State Mining authorities on timely basis without fail. Service Provider

shall also arrange to submit necessary Mining returns with IBM, Bhubaneswar. If required it should be in TSPL account.

**TSPL Reply: - Not Acceptable**

83. Each rake shall be considered as a consignment and all related charges and penalties shall be calculated accordingly- How TSPL will calculate the yield %? Please clarify?

**TSPL Reply: - DO quantity basis**

84. The weight recorded at TSPL will be final for all practical purposes as indicated by you after considering transit loss as per stipulations of PSERC.

**TSPL Reply: - No Change in tender terms and condition**