


TALWANDI SABO POWER LIMITED

Response of Queries_TN/3/CM/TSPL/2020-21-R1 Dated 25th June 2020 & TN/3/CM/TSPL/2020-21-R2 Dated 04th July 2020 (RCR Tender)

Sr. No.	Clause No.	As per tender specification	Queries raised by Parties	TSPL Comments																																	
1	Clause No. 9, Page No. 6	Security Deposit/ Performance Bank Guarantee: Clause stipulated that minimum value of Security Deposit of INR 2 Crores. Further, the successful bidder need to give additional SDBG/PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL so that total value of SDBG/PBG is equivalent of DO (Delivery Order) value.	Since lifting and dispatch of coal is an ongoing process, it is requested that the value of CPBG should be equivalent to 15 days DO Quantity or 15 days monthly quantity. The clause may be kindly suitably amended.	Same as per tender terms & conditions																																	
2	Clause No:-05, Page No:-29	Damages for loss on account of Excess TM% (Excess TM adjustment): Where, Railway freight is (Total freight /RR Quantity) as mentioned in RR.	Railway freight PMT should be applicable as notified by railways from time to time including all taxes. Same should be applicable for calculating for railway freight recovery on quantity due to excess TM. Accordingly the clause may be amended.	Same as per tender terms & conditions																																	
3	Clause No:-08, Page No:-30	Damages for loss on lapsed quantity of Coal: Case if the said quantity is lapsed, then Damages for loss for the lapsed quantity will be 15% of the Notified Price of Coal including taxes, royalties, cess, etc. on Raw Coal of that DO	As the amount against lapsed quantity gets refunded by coal company, penalty for lapsed quantity should be 15% of Basic Notified price of coal only. Moreover, it is to be understood that lapse of DO quantity has always been because of reasons which are beyond the control of contractor such as strike by local villagers, less availability of coal at mines & strike by trade union etc. Keeping in view raw coal availability aspects at the mine, in case of lifting between 95 - 100%, there should be no penalty.	Same as per tender terms & conditions																																	
4	Clause No:-9, Page No:-31	1.) Damages for loss on Underloading and Over-loading charges imposed by Railways for Coal rate: Under-loading charges for the Rake: Freight per Tonne x ((Chargeable Weight - RR Weight + Overloading qty) - 30) 2.) Damages for loss on Underloading and Over-loading charges imposed by Railways for Coal rate: Freight per tonne as per RR (i.e. Total Freight/RR Quantity)	1.) Correct Formula for calculating under loading is this = Under-loading charges for the Rake: Freight per Tonne x ((Chargeable Weight - RR Weight - Overloading qty) - 30). When contractor already playing penalty for overloading same needs to be subtract. 2.) Railway freight should be applicable as notified by railways from time to time including all taxes. Same should be applicable for calculating for calculation of Under loading charges.	Same as per tender terms & conditions																																	
5	Clause No. 9, Page No. 27	Damages for loss on Raw Coal shortfall Quantity: In Case the shortfall quantity is less than 1% of the quantity to be delivered by contractor, then damages at the rate of 1 x (Notified base price of coal including taxes, royalties, cess etc. on Raw Coal) x Shortfall quantity. In case the shortfall quantity is more than 1% of the quantity to be delivered by contractor, then damages at the rate of 2 x (Notified Base price of Coal including taxes, royalty, cess, etc. on Raw Coal) x Shortfall Quantity	It is not clarified that this penalty is applicable at the end of the contract. In all such contracts the shortfall quantity is considered at the end of the contract. Moreover, penalty on shortfall quantity at the end of the contract should be in the terms of percentage of quantity which is ambiguous but on the basis of rake load i.e. in case shortfall quantity is less than a rake load, damages should be 1 x (Notified base price of coal including taxes, Loyalty, cess etc. on raw coal) x Shortfall Quantity. OR in case the shortfall quantity is more than a rake load 2 x (Notified base price of coal including taxes, Loyalty, cess etc. on raw coal) x Shortfall Quantity. Clauses may kindly be amended accordingly. Moreover this is not clear 1% of which quantity will be considered for calculation of shortfall quantity.	Same as per tender terms & conditions																																	
6	Clause No.12, Page No.30	Liquidated Damages If the Bidder fails to load on Rakes 100% quantity of a DO within 15 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 after TM Correction & Transit loss correction), subject to maximum of 15% of Basic Price of Coal of undelivered quantity.	In case delay in dispatch of coal beyond the stipulated time is because of non supply of rake by Railways against pending indents, As such damages (LD) should be payable 5% of Basic Notified price of coal only. Accordingly the clause may be amended.	Same as per tender terms & conditions																																	
7	Clause No.13, page No.30	Cap on Penalties This clause stipulates that The Monthly Cap on Penalties shall be 50% of monthly Transportation Charges with taxes (GST) for respective month for Railway freight recovery due to High TM, Damages for loss on lapsed quantity, Liquidated Damages, Damages for loss due to excessive oversized coal, Damages for loss due to foreign material & Underloading, Overloading for Coal Rakes.	As per this clause penalty on account of GCV has not been considered. Since, this is a service contract and the bidder is only facilitating the transportation of coal mined by coal company, penalty on account of GCV should also be considered in this clause for capping.	Same as per tender terms & conditions																																	
8	Clause No.3, Page No.26	Damages for loss on account of GCV lower than [Guaranteed GCV (ARB)]: The clause stipulates that in case the monthly weighted average GCV (ARB) received at TSPL is lower than [Guaranteed GCV (ARB)] beyond 70 kcal/kg, then damages shall be applicable.	As per this clause penalty should be applicable on GCV which is lower than 70 GCV then the guaranteed parameter i.e. in case actual GCV is less by 230 (ARB) compared to guaranteed GCV, penalty should be applicable on 160 GCV i.e. 230-70. Accordingly working in the example needs to be <table border="1"> <thead> <tr> <th>Conditions</th> <th>Quantity received (MT)</th> <th>Guaranteed GCV (ARB)</th> <th>DIF. in GCV (ARB)</th> <th>Penalty Rate</th> <th>Penalty Amount</th> </tr> </thead> <tbody> <tr> <td>if < 70 Kcal/Kg</td> <td>Case 1</td> <td>Actual GCV ARB</td> <td>3,330</td> <td>70</td> <td>-</td> </tr> <tr> <td>From 70 Kcal/kg to 200 Kcal/Kg</td> <td>Case 2</td> <td>Actual GCV ARB</td> <td>3,270</td> <td>130-70=60</td> <td>0.50</td> <td>30,000</td> </tr> <tr> <td>From 200 Kcal/kg to 300 Kcal/kg</td> <td>Case 3</td> <td>Actual GCV ARB</td> <td>3,170</td> <td>230-70=160</td> <td>1.00</td> <td>1,60,000</td> </tr> <tr> <td>More than 300 Kcal/kg</td> <td>Case 4</td> <td>Actual GCV ARB</td> <td>3,070</td> <td>330-70=260</td> <td>1.25</td> <td>3,25,000</td> </tr> </tbody> </table>	Conditions	Quantity received (MT)	Guaranteed GCV (ARB)	DIF. in GCV (ARB)	Penalty Rate	Penalty Amount	if < 70 Kcal/Kg	Case 1	Actual GCV ARB	3,330	70	-	From 70 Kcal/kg to 200 Kcal/Kg	Case 2	Actual GCV ARB	3,270	130-70=60	0.50	30,000	From 200 Kcal/kg to 300 Kcal/kg	Case 3	Actual GCV ARB	3,170	230-70=160	1.00	1,60,000	More than 300 Kcal/kg	Case 4	Actual GCV ARB	3,070	330-70=260	1.25	3,25,000	Same as per tender terms & conditions
Conditions	Quantity received (MT)	Guaranteed GCV (ARB)	DIF. in GCV (ARB)	Penalty Rate	Penalty Amount																																
if < 70 Kcal/Kg	Case 1	Actual GCV ARB	3,330	70	-																																
From 70 Kcal/kg to 200 Kcal/Kg	Case 2	Actual GCV ARB	3,270	130-70=60	0.50	30,000																															
From 200 Kcal/kg to 300 Kcal/kg	Case 3	Actual GCV ARB	3,170	230-70=160	1.00	1,60,000																															
More than 300 Kcal/kg	Case 4	Actual GCV ARB	3,070	330-70=260	1.25	3,25,000																															

9	Clause No.9, page No.6	Security Deposit/Performance Bank Guarantee:	May Please consider that submission of SDBG/PBG shall be applicable only in case of allocation of DO to successful bidder, as in case only LOI/Contract is issued but DO is not allocated contractor shall not submit BG.	Same as per tender terms & conditions
10	Clause No.1, Page No.23	Scope Of Work:	May Please consider that in case bidder quoting from SECL collieries TSPL shall ensure allocation of coal to contractors from SECL Colliers.	Same as per tender terms & conditions
11	Clause No.3, Page No.26	Quality: TSPL/NCL/MCL/CCL/SECL reserves the right to protest/referee challenge the results declared by CIMFR for raw coal lifted by the contractor under this contract without any reference to the contractor. The referee results thus received shall be considered as final for all commercial purposes.	May please consider that contractor shall also be intimated that contractor shall also be intimated in case TSPL/NCL/MCL/CCL/SECL protest referee challenge the results declared by CIMFR for raw coal lifted by the contractor.	Same as per tender terms & conditions
12	Page No:08, Clause No:-10 Qualification Requirement:	Average Annual Turnover of Bidder in Preceding 3 Financial Year including current Financial Year.	May Please consider that in case Audited financial statement for current financial year i.e. 2019-20 is not available, then audited financial statement of preceding three financial year shall be considered i.e. FY 2016-17, 17-18, 2018-19	OK
13	Page No. 48 Annexure V	Turnover Certificate:	May please consider copy of turn over certificate duly certified by auditors submitted in earlier tenders to TSPL shall be considered in support of Annexure-V	Same as per tender terms & conditions
14	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 5 Date of Bidding	The date of Bidding is 3rd June 2020	Request you to extend deadline for 3-4 days in view of current restrictions due to COVID-19	Kindly refer revised tender document Dated 04th Jul 2020 for Bid Submission
15	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 9 Security Deposits	Bidder need to give additional SDBG/PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL so that total value of SDBG/PBG is equivalent of DO (Delivery Order) value.	If Security deposit of 2 Crore , then the Additional SDBG/PBG may be kept 10 to 20% of DO value as material will be moved time to time to TSPL plant irrespective of DO completion.	Same as per tender terms & conditions
16	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 10 Qualification Requirement		If the Bidder executed contracts with TSPL , then exemptions should be given to such bidder in submitting Performance certificate . Contracts copy may be submitted.	Same as per tender terms & conditions
17	Volume 3 : TECHNICAL SPECIFICATION Scope of Work Page No:-24 Clause No: 1 Subclause: 16	Rake shall be loaded on Train load basis. In case of Wagon load basis, the extra financial implication will be passed on to Contractor's account.	If the quantity is shortfall in train load basis then there should be permission of wagon load to fulfil the Full Rake Quantity or full exemption should be given on idle freight.	Same as per tender terms & conditions
18	Volume 3 : TECHNICAL SPECIFICATION Transit Loss Page No:-27 Clause No: 5	As per Tender the Transit loss is calculated after TM correction	The transit loss should not be calculated after TM correction, Because thus the deduction will be twice i.e once in TM penalty and other in Weighment.	Same as per tender terms & conditions
19	Volume 3 : TECHNICAL SPECIFICATION Damages for deviation/Railway Freight recovery due to High TM% Page No:-28 Clause No: 6	As per Tender the Damage/Railway Freight recovery is calculated after TM correction	The Damages for deviation/Railway Freight recovery should not be calculated after TM correction, else it will result double penalties as TM penalty already applied.	Same as per tender terms & conditions
20	Volume 3 : TECHNICAL SPECIFICATION Underloading/Overloading Page No:-29 Clause No: 8	As per Tender the under loading limit is 30 MT	The under loading Limit should be 90-100MT, as same is normal .	Same as per tender terms & conditions
21	Volume 3 : TECHNICAL SPECIFICATION 9.Damages for loss on Raw Coal shortfall quantity Page No:-30 Clause No: 9	As per tender the Shortfall Quantity tolerance is 1%	The shortfall Quantity tolerable should upto 2.5% , as same is normal in case of multi-handling i.e Mines to Siding , Siding to loading , loading to Destination. Heavy penalties should be applicable after shortage goes over 2.5%.	Same as per tender terms & conditions
22	Volume 1 : Instructions to Bidders Page No:-6 Clause No: 8 Earnest Money Deposit	The bidders are required to deposit the Earnest Money of INR 20 Lacs through Demand Draft or RTGS to be issued in favour of "Talwandi Sabo Power Limited", payable at Mansa.	Please share the bank details to transfer EMD Amount. We will deposit EMD of subjected Tender by RTGS mode.	Kindly refer revised tender document dated 04th Jul 2020 for Bank details
23	Page No. 6 Clause No. 8	Earnest Money Deposit:	May Please provide RTGS detail for depositing EMD in case of deposit through RTGS.	Kindly refer revised tender document dated 04th Jul 2020 for Bank details
24	Additional Query	Submit the Bid Physically:	Online facility for Bidding process required due to COVID-19 Pandemic	Kindly refer revised tender document Dated 04th Jul 2020 for Bid Submission
25	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 5 Date of Bidding	The date of Bidding is 3rd June 2020	Extend the Timeline for submission of Price Bid:- As per the tender condition, the date of submission of the tender falls on dt. 03/07/2020 at 10.00 AM. Our office is situated at Anpara, Distt: Sonbhadra (U.P).As we prefer to come by road, It will take more than 25 hours of journey for the physical submission of the tender. Also due to the Covid 19 epidemic there are every possibilities of screening, checkings and inspections through out the way which will take more time. Therefore if there is any possibility of change in the date of submission of the tender kindly inform us well in advance, so that we can proceed accordingly.	Kindly refer revised tender document Dated 04th Jul 2020 for Soft copy bid Submission & revised timelines

26	Volume II : Conditions of Contract Clause No: 4, Page No:- 10 Taxes & Duties	The Contractor shall pay such taxes, duties, levies, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Bid Price. The Bidder would provide necessary documents and records to TSPL to enable TSPL to claim GST credit. All other changes in duties and taxes applicable on Contractor will be on Contractor's account.	whereas as per the Price Bid Format provided in the NIT (NCL), percentage of GST as well as GST INR per MT is to be quoted. Both the clauses contradict each other.	Same as per tender terms & conditions
27	Volume 3 : TECHNICAL SPECIFICATION Scope of Work Page No:-24 Clause No: 1 Subclause: 15	The cost of Raw Coal including taxes and duties and Railway Freight including all taxes, duties and other charges as per RR in full shall be deposited by TSPL. Any changes in Railway Freight	We are unable to understand the inclusion of rail freight in the Price Bid which attracts unwanted additional GST. Therefore we suggest that to avoid unwanted burden of GST on rail freight, the same should be deleted from the scope of the contractor and therefore the Price Bid format may please be amended accordingly.	Same as per tender terms & conditions
28	Additional Query	Timeline for submission of BID.	Major element in the cost, Confusion in price Bid, we require 7 to 10 days time from the date of receipt of your clarifications sought by us to participate in the tender. Accordingly the last date of submission of the tender may be amended .	Kindly refer revised tender document Dated 04th Jul 2020 for revised timelines
29	Volume-1: Instructions to Bidders Qualification requirement Clause No:-10, Page No:-7		Prequalified bidders of tender specification no. TN/5/CM/TSPL/2019-20/R2, Should be exempted for submission of Technical Bid.	Same as per tender terms & conditions
30	Volume-1: Instructions to Bidders Bid Submission & Opening procedure Clause No:-10, Page No:-7	Bid Submission & Opening procedure: Bidders shall submit their bids at the following address by the date and time as mentioned in clause 4 of Volume-I: Head Commercial Talwandi Sabo Power Limited, Village: Banawala, Mansa-Talwandi Sabo Road, District: Mansa, Punjab-151302.	Physical submission of bids is not possible in such short span of time as due to COVID-19 pandemic. Submission through E-mail or submission of self attested copies of POA & statutory auditor certificates should be allowed.	Kindly refer revised tender document Dated 04th Jul 2020 for Soft copy bid Submission & revised timelines
31	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 9, Page No:6 Security Deposits	Within ten (10) working days after receipt of LOI/CONTRACT, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee from any of the Indian Nationalized Bank amounting INR 2 Crores Further, the successful bidder need to give additional SDBG/PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL so that total value of SDBG/PBG is equivalent of DO (Delivery Order) value.	CPBG/SD should be given after issuing of delivery order or deposition of coal value to subsidiary by TSPL not after issuing of LOI	Same as per tender terms & conditions
32	Volume 1 : INSTRUCTIONS TO BIDDERS Clause No: 9, Page No:6 Security Deposits	The security deposit amount can be decreased by the bidder corresponding to monthly DO quantity with consent of TSPL. It may be noted that at any point of time, value of the coal quantity lying at Contractor's premises should not be more than SDBG/PBG value.	In case of bidder has paid CPBG/SD for 40000 Mt of Coal for first month & after which for next few months TSPL will not lift the coal on regular basis than in such situation, the total CPBG will be refunded or what amount will be kept hold with TSPL	Same as per tender terms & conditions
33	Volume 3 : TECHNICAL SPECIFICATION Damages for loss on Raw Coal shortfall quantity Page No:-30 Clause No: 9	As per tender the Shortfall Quantity tolerance is 1% In case the shortfall quantity is more than 1% of the quantity to be delivered by Contractor, then damages at the rate of 2 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity	Penalty on shortage of coal should be as follows: 0 to 1% - No Penalty 1 to 2% - EX- Mines Coal Cost 2% (+) - 2 x EX - Mines Coal Cost	Same as per tender terms & conditions
34	Volume 1 : INSTRUCTIONS TO BIDDERS Clause No: 6, Page No:10 Payment terms	Statutory Documents to be submitted in original to TSPL	Statutory auditor certificates can be mailed directly from statutory auditor to TSPL	Same as per tender terms & conditions
35	Volume 1 : INSTRUCTIONS TO BIDDERS Clause No: 8, Page No:6 Earnest Money Deposit	The bidders are required to deposit the Earnest Money of INR 20 Lacs through Demand Draft or RTGS to be issued in favour of "Talwandi Sabo Power Limited", payable at Mansa.	EMD Submitted by us against tender specification no. TN/5/CM/TSPL/2019-20/R2 is still laying with TSPL. The same will be considered for this current tender or not??	Same as per tender terms & conditions
36	Volume 1 : INSTRUCTIONS TO BIDDER Clause No: 9, Page No:6 Security Deposits	Within ten (10) working days after receipt of LOI/CONTRACT, the Successful Bidder(s) shall furnish the Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee from any of the Indian Nationalized Bank amounting INR 2 Crores Further, the successful bidder need to give additional SDBG/PBG for the remaining amount prior to issuance of DO to the bidder as intimated by TSPL so that total value of SDBG/PBG is equivalent of DO (Delivery Order) value.	Request for amendmend in Timeline: Value of Security Deposit/Performance Bank Guarantee (SDBG/PBG) in the form of a Bank Guarantee (as per TSPL's format) needs to be revised/reworked contractors will be lifting the coal gradually from mines simultaneously go on loading the lifted quantity . Hence the contractor will not be having the entire monthly allocated RoM in their custody.	Same as per tender terms & conditions
37	Volume 3 : TECHNICAL SPECIFICATION Underloading/Overloading Page No:-29 Clause No: 8	As per Tender the under loading limit is 30 MT	Our Request for amendment on UL Quantity condition: Under loading/Dead freight : The allowance of 1.5 MT per box/wagon be applied. Illustration : 59 box* 1.5 Mts= 88.50 Mts	Same as per tender terms & conditions
38	Volume 3 : TECHNICAL SPECIFICATION Damages for loss on Raw Coal shortfall quantity Page No:-30 Clause No: 9	As per tender the Shortfall Quantity tolerance is 1% In case the shortfall quantity is more than 1% of the quantity to be delivered by Contractor, then damages at the rate of 2 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity	In case shortfall Quantity is more than 1% A flat rate of 1 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity be applied for Shortfall quantity.	Same as per tender terms & conditions

39	<p>Volume 3 : TECHNICAL SPECIFICATION <u>Damages for loss due to excessive oversized coal</u> Page No:-30 Clause No: 10</p>	<p>As per tender, In case of demurrage paid by TSPL at unloading end due to excessive oversized coal, then 50% will be shared by the Contractor on monthly basis. For Example: Monthly demurrage paid by TSPL due to excessive oversized coal is 10,00,000 INR Damages for loss due to excessive oversized coal is 50%X10,00,000= 5,00,000 INR</p>	<p>This condition may be deleted as the delivery of RoM coal is arranged by SECL , where there is no possibility of crushing/sizing</p>	<p>Kindly refer revised tender document dated 04th Jul 2020 for the same</p>
40	<p>Annexure-1 (D) <u>Price Bid Format (SECL)</u> Page No:-40 Clause No: 10</p>	<p>Party can bid for minimum 40,000 MT of raw coal per month</p>	<p>Bid quantity offered on Monthly basis:- Minimum bid is 40000.000 Mts per month, however in case of more quantity, the bidder be intimated regarding any additional quantity as per FSA under SECL command area, which bidder can quote within the Bid quantity slot. In case of any more quantity than 40000.000 mts per month, the bidder shall accept that increased quantity under the said job.</p>	<p>Same as per tender terms & conditions. Kindly refer price bid format of tender document</p>
41	<p>Annexure-A <u>Scope of Tarpaulin Covering</u> Page No:-56, Subclause:-13 Scope Of Work</p>	<p>Service provider to start service within 5 days of signing of the Contract and issue of valid Purchase Order & NTP (Notice to Proceed) whichever is later. In case, Railway / NCL/MCL/CCL/SECL doesn't allow for start of Tarpaulin covering after clearance from TSPL, Service Provider to inform the same within 24 hours & no penalty shall be applicable.</p>	<p>Our Request is to amend the condition:- Service provider to start service within 20 days of signing of the Contract and issue of valid Purchase Order & NTP (Notice to Proceed) whichever is later. Because activities relating to permission from Mining Authorities for Transportation and processing of D.O. at Mines end for lifting normally takes about days. Thereafter on lifting of Coal for 4000.000 mts the rakes can be loaded and dispatched.</p>	<p>Same as per tender terms & conditions</p>