

Talwandi Sabo Power Limited					
Pre Bid Queries and clarifications & Addendum_TN/6/CM/TSPL/2022-23-RO Dated 26th July 2022 (ACTIVE MINE MANAGEMENT from Mahanadi Coalfields Limited)					
Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-1	Annexure -1 Price Bide Format Quantity Management (Pg No 39)	No Penalty & bonus on Materialization between 80-90%.	Please consider No Bonus / No Penalty range 75% to 85% on quarterly basis instead of 80% to 90% and impose penalty on less materialization below 70%.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-2	Annexure -1 Price Bide Format Quantity Management (Pg No 39)		Please clarify the tentative quantity to be handled.	31-Jul-22	MCL ACQ: 52.2 LMT
Prebid Query-3	Annexure -1 Price Bide Format Quantity Management (Pg No 39)		Please confirm the monthly quota of no. of rakes sanctioned by coal subsidiary means the no. of rake sanctioned by EDRM.	31-Jul-22	Monthly quota of rake sanctioned as per FSA i.e., Q1 : 25% Q2 : 22% Q3 : 25% Q4 : 28%
Prebid Query-4	Annexure -1 Price Bide Format Quantity Management (Pg No 39)		In case rakes are not dispatched by coal subsidiary / rakes not placed by Railways due to any reason not attributable to the contractor, then please consider the proportionate number of rakes for calculating materialization percentage.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-5	Annexure -1 Price Bide Format Quantity Management (Pg No 39)	Materialization penalty/bonus to be billed for every month & to be reconciled every quarter	"(Materialization penalty/bonus to be billed for every month & to be reconciled every quarter)." – Does it mean penalty or bonus calculated in every month or quarter or not.	31-Jul-22	Materialization Penalty/bonus to be calculated for each month & to be reconciled every quarter.
Prebid Query-6	Annexure -1 Price Bide Format Quantity Management (Pg No 39,40,41)	1. QUALITY MANAGEMENT-GCV (ARB) RECEIPT AT TSPL from MCL Variable charge (VC): INR 20/MT Quality Management Penalty & Bonus..... 2. The bidder will undertake the supervision of sampling, preparation & analysis of coal being done by any TPSA that is jointly appointed by TSPL & MCL at loading point & will ensure that TPSA takes sample & prepare the same as per the relevant IS standard, so as to ensure correctness of loading end sampling report. In case of variation in loading end & TSPL end coal analysis report penalty will be levied on the bidder as per the below table: Penalty & Bonus on account of quality variance between TPSA & TSPL..... 3. GCV Bonus/Damages to be calculated for individual rake wise	1. Please consider GCV Bonus/Damages to be calculated on monthly weighted average basis instead of rake-to-rake basis.	31-Jul-22	Bidder to follow terms & condition of Tender Document.

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Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-7	Annexure -1 Price Bide Format Transit Loss (Pg No 40)	<p>1.Transit Loss Penalty & Bonus < (-)0.25% : Mirror provisions of penalty should be applicable as bonus, capped to 150% of VC (-)0.25% - (-)0.5% : No Bonus/Penalty (-)0.5% - (-) 0.75% : Penalty 100% VC > (-) 0.75% - (-)1% : Penalty 150% VC >(-)1% : Penalty at landed cost</p> <p>2. Transit Loss Bonus/Damages to be calculated on individual rake wise.</p>	<p>1. Please consider "Transit Loss Bonus/Damages" to be calculated on monthly weighted average basis instead of rake to rake basis.</p> <p>2. Please confirm the variable charge of Rs.20 per MT in account of transit loss is in addition to the variable charge of Rs.20 per MT in account of quality management.</p> <p>3. Please confirm that the tare weight as per RR will be considered to arrive at the net weight from the gross weight at TSPL end.</p> <p>4. "(-)0.5% - (-) 0.75% Damage 100% VC"- Please confirm whether it is > then (-)0.5% or else.</p> <p>5.The bonus on account of transit loss is not clear therefore you are requested to fill up the following table. Transit Excess Bonus @ 0-0.25% : 0.25-0.5% : 0.5-0.75% : 0.75-1% : >1%</p>	31-Jul-22	<p>1. Bidder to follow terms & condition of Tender Document.</p> <p>2. Variabel charge on transit loss : 20 Rs/MT Variable charge on quality management : 20 Rs/MT</p> <p>3. TSPL End Net Weight = Gross Weight at TSPL end - Tare weight at TSPL end (However to address the tare weight difference TL No bonus/penalty is kept at (-)0.25% - (-)0.5%</p> <p>4. > (-)0.5% upto (-) 0.75% : Damage 100% VC</p> <p>5. Transit Loss Penalty (-)0.25% - (-)0.5% : No Bonus/Penalty (-)0.5% - (-) 0.75% : Penalty 100% VC > (-) 0.75% - (-)1% : Penalty 150% VC >(-)1% : Penalty at landed cost</p> <p>Bonus :- < (-)0.25% - 0% : Bonus 100% of VC after that For every 0.1% improvment additional 10% of VC will be applicable subject to capping of 150% of VC.</p>
Prebid Query-8	Annexure -1 Price Bide Format Underloading Damages (Pg No 41)	The Bidder will ensure that no underloading occurs while loading the rake from MCL. In case of underloading bidder will have to keep track of correction of underloading recovery (as per calculation in line with FSA) as mentioned in coal bill by MCL & coordinate for reconciliation of the same quarterly basis. Also, the bidder should ensure issuance of CN from MCL within a period of 1 Year on account of underloading. Any loss on account of underloading shall be borne by the bidder, if it fails to get the corresponding credit notes issued from MCL within a period of 1 year.	Please consider penalty @ 5% will be deducted from the under-loading charges borne by TSPL i.e. after deducting the credit received from coal companies by TSPL on account of underloading charges as per FSA.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-9	Volume: III Scope of Work point No XXVII (Page No. 38)	The Contractor shall ensure dispatch of loading point coal sample to TSPL site within 3 days from the date of sampling. The cost of the same shall be in scope of the Contractor.	<p>1.Time taken to handover of power house part sample is depended on the TPSA. We have seen that in case of CIMFR they take almost a week or more to handover the sample to the contractor. Therefore it is requested to consider 3 days from the date of handover powerhouse part sample instead of date of sampling.</p> <p>2.Please mention the name of TPSA.</p> <p>3. In case if TPSA does not collect samples at the loading end then how the penalty and bonus account of quality variance between loading and unloading end shall be determined.</p>	31-Jul-22	<p>1. The Contractor shall ensure dispatch of loading point coal sample to TSPL site within 3 days from the date of sample preparation. The cost of the same shall be in scope of the Contractor.</p> <p>2. Presently CIMFR is engaged as TPSA, the same can be changed as per discretion of TSPL.</p> <p>3. In case TPSA does not collect samples at the loading end Penalty on any day then bonus account of quality variance between loading and unloading end shall be determined by the weighted average of the most recent result available in any succeeding month against respective source & grade.</p>
Prebid Query-10	Annexue -1 Price Bid Format Transit Loss (Page No. 40)	In case of skipping of Weighment at TSPL end, loading end weighment shall be considered for billing purposes. No Bonus shall be applicable for rakes for which weighment at TSPL end is skipped.	Please consider to pay the minimum bonus for which the TSPL weighment is skipped.	31-Jul-22	Bidder to follow terms & condition of Tender Document.

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Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-11	Annexue -1 Price Bid Format Claim and refund matter related to Indian Railways (Page No. 41)	For any claim /refund matter arising related to Indian railways due to condition such as diverted rakes, excessive freight /penalty etc charged by railways,the bidder should ensure that the matter is resolved within 3 months from the date of occurrence . Any refund /claim matter exceeding more than 3 months will attract penalty as below : a.) If Claim /refund matter is not settled in 3 months : Penalty of 2 % of claim amount b.) If Claim /refund matter is not settled in 6 months : Penalty of 5 % of claim amount c.) If Claim /refund matter is not settled in 9 months : Penalty of 7 % of claim amount d.) If Claim /refund matter is not settled in 12 months : Penalty of 10 % of claim amount	The claims /refund matter arising due to conditions such as excessive freight wrongly charged, diverted rakes etc. are unintentional error/mistakes done by railway. Refund process in itself is very lengthy & it takes minimum 10 to 12 months to process the same. However during the pandemic there has been a huge accumulation of cases & further increased the pendency of refunds. So, penalty due to delay in getting refund /claim should not be levied due to various practical aspects stated above.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-12	Annexue -1 Price Bid Format Supervision of Sampling & analysis by TPSA (Page No. 41)	The bidder will undertake the supervision of sampling, preparation & analysis of coal being done by any TPSA that is jointly appointed by TSPL & MCL at loading point & will ensure that TPSA takes sample & prepare the same as per the relevant IS standard, so as to ensure correctness of loading end sampling report. In case of variation in loading end & TSPL end coal analysis report penalty will be levied on the bidder as per the below table: Penalty & Bonus on account of quality variance between TPSA & TSPL TSPL VS TPSA EGCV Difference +/- 100: No Penalty/Bonus TSPL VS TPSA EGCV Difference -101 to -200 Penalty of 30% of VC TSPL VS TPSA EGCV Difference -201 to -300 Penalty of 70% of VC TSPL VS TPSA EGCV Difference > -300 Penalty of 100% of VC Bidder shall be responsible for coordinating with TPSA for expediting the declaration of results & release of Credit notes by MCL for slippage in quality at loading end. In case of CN/DN not settled by MCL for more than 1 year 100% VC penalty would be applicable on the bidder.	There is a huge pendency in retesting of the samples & that is done in FIFO basis. Once the results are declared only then issuance of CN/DN be fast tracked. So above penalty should be levied after the declaration of the Test Results.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-13	Annexue -1 Price Bid Format Quality Management (Page No. 40)	GCV (ARB) RECEIPT AT TSPL from MCL : ARB GCV 3200-3400 Kcal/Kg No Bonus/Penalty	At present MCL has various Grades of Coal ranging from G 12 to G14 for Example Talcher Area has Grade of Coal from G 12 to G14 and IB valley has Grade of Coal from G 13 to G 14. As per your tender, GCV range for all grades are same which is practically not possible to accept. Please find below our Slab that should be applicable for GCV Bonus /Penalty. Variable Charges – Rs 20 /Mts G12: 3400-3700 (ARB) CIL GCV Range(ARB) 3200-3400 (Proposed GCV ARB Guarantee) G13: 3100-3400 (ARB) CIL GCV Range(ARB) 3100-3300 (Proposed GCV ARB Guarantee) G12: 2800-3100 (ARB) CIL GCV Range(ARB) 2800-3000 (Proposed GCV ARB Guarantee) Bonus / Penalty - Above Guaranteed GCV – Rs. 10/- PMT Bonus per 100 GCV & Below Guaranteed GCV – Rs. 5/- PMT Penalty per 100 GCV (Penalty to be Capped to Max Rs 20 /-PMT) monthly average Basis.	31-Jul-22	Bidder to follow terms & condition of Tender Document.

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Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-14	Annexue -1 Price Bid Format Transit Loss (Page No. 40)	Transit Loss : Bonus & Penalty < (-)0.25% M irror provisions of penalty should be applicable as bonus, capped to 150% of VC (-)0.25% - (-)0.5% N o Bonus/Penalty (-)0.5% - (-) 0.75% D amage 100% VC > (-) 0.75% - (-)1% D amage 150% VC >(-)1% D amage at landed cost	Please find below our proposal:- Variable Charges – Rs 20/Mts < (-)0.25% M Bonus 100 % of VC (-)0.25% - (-)0.5% N o Bonus/Penalty (-)0.5% - (-) 0.75% D amage 50% of VC > (-) 0.75% - (-)1% D amage 75% of VC >(-)1% D amage Penalty 100% of VC (Capped at Rs 20 Per Mts on Monthly Basis)	31-Jul-22	Transit Loss Penalty (-)0.25% - (-)0.5% : No Bonus/Penalty (-)0.5% - (-) 0.75% : Penalty 100% VC > (-) 0.75% - (-)1% : Penalty 150% VC >(-)1% : Penalty at landed cost Bonus :- < (-)0.25% - 0% : Bonus 100% of VC after that For every 0.1% improvement additional 10% of VC will be applicable subject to capping of 150% of VC.
Prebid Query-15	Annexue -1 Price Bid Format UNDER LOADING DAMAGES: (Page No. 41)	The Bidder will ensure that no underloading occurs while loading the rake from MCL. In case of underloading bidder will have to keep track of correction of underloading recovery (as per calculation in line with FSA) as mentioned in coal bill by MCL & coordinate for reconciliation of the same quarterly basis. Also, the bidder should ensure issuance of CN from MCL within a period of 1 Year on account of underloading. Any loss on account of underloading shall be borne by the bidder, if it fails to get the corresponding credit notes issued from MCL within a period of 1 year.	U/L calculation is being done uniformly for all consumers. A joint representation from the consumers should be given to MCL/CIL/Ministry of COAL/POWER from Power association if the calculation of MCL is not acceptable. If any error is there same is already being corrected. However any penalty wrt to U/L should not be levied.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-16	Annexue -1 Price Bid Format Quality Management: (Page No. 40)	Variable Cost : INR 20/MT 1. GCV ARB <2600 Kcal/Kg - Penalty as per Landed Coal Cost 2. GCV Bonus / Damages to be calculated for Individual Rake Wise	1. In any instance due to poor Mines conditions unfortunately the GCV ARB reported below 2600 Kcal/Kg, then the Penalty will be imposed approx 1.5 Crore in a single Rake, which will be huge Financial Losses and SP can not survive in these losses. However, always try to load good quality coal available at Mines. This clause may please be modified to 200% of VC. 2. This clause may please be considered for weighted average against the Batch of Rakes supplied in a Month.	31-Jul-22	1. QUALITY MANAGEMENT GCV (ARB) RECEIPT AT TSPL from MCL Variable charge (VC): INR 20/MT ARB GCV > 3800 Kcal/Kg Bonus 150% of VC ARB GCV 3600-3800 Kcal/Kg Bonus 100% of VC ARB GCV 3400-3600 Kcal/Kg Bonus 50% VC ARB GCV 3200-3400 Kcal/Kg No Bonus/Penalty (Base ARB GCV band) ARB GCV 3000-3200 Kcal/Kg Damage 50% VC ARB GCV 2800-3000 Kcal/Kg Damage 100% VC <2800 up to 2600 Kcal/Kg Damage 150% VC for <2600 Kcal/kg Penalty will be imposed as per below calculation: Penalty on account of GCV = RR Quantity X (3200 - TSPL ARB GCV) Illustration RR Quantity : 4000 MT TSPL ARB GCV : 2500 Kcal/kg Difference in GCV from Base ARB GCV Band lower Limit : 3200-2500 = 700 Kcal/kg Penalty on account of GCV loss : 4000*700 = INR 28,00,000 2. Bidder to follow the terms & Conditions of Tender Document.

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Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-17	Annexue -1 Price Bid Format Transit Loss: (Page No. 40)	1. Transit loss >(-)1% Penalty at Landed Cost 2. Transit Loss Bonus / Damages to be calculated on Individual rake Wise	1. More clarity needed on Transit Loss with suitable examples, as if the penalty shall be calculated on Income Tax Slab Basis or on Flat Band as mentioned in the Tender Documents if the Shortages Per Rake found 1.5%. 2. This clause may please be considered for weighted average against the Batch of Rakes supplied in a Month.	31-Jul-22	1. Penalty on Account of transit loss to be calculated as below: Illustration 1: for Transit loss > 1% RR Quantity : 40000 MT TSPL net quantity : 3940 MT Transit loss : 60 MT (1.5%) Penalty on transit loss = Transit loss quantity * Landed coal cost (Coal + Freight) i.e., Penalty = 60 X 4500 = 2,70,000 INR Illustration 2: For Transit loss upto 1% As per the Slab mentioned in the bid documnet. RR Quantity : 4000 MT TSPL Net quantity : 3960 MT Transit loss : 40 MT (1%) Transit loss = 150% of VC X RR quantity i.e., (20 X 150%) X 4000 = 1,20,000 INR 2. Bidder to follow terms & conditions of Tender Document.
Prebid Query-18	Annexure -1 Price Bide Format Quantity Management (Pg No 39)		Please let us know how much quantity allocated to you vide against executed between TSPL and MCL.	31-Jul-22	MCL ACQ: 52.2 LMT
Prebid Query-19	Annexure -1 Price Bide Format Quality Management (Pg No 40)		Please provide the name of collieries along with declare Grade at mines to enable us to quote our best Rates.	31-Jul-22	Bidder to do the due diligence.
Prebid Query-20	Annexue -1 Price Bid Format UNDER LOADING DAMAGES: (Page No. 41)	The Bidder will ensure that no underloading occurs while loading the rake from MCL. In case of underloading bidder will have to keep track of correction of underloading recovery (as per calculation in line with FSA) as mentioned in coal bill by MCL & coordinate for reconciliation of the same quarterly basis. Also, the bidder should ensure issuance of CN from MCL within a period of 1 Year on account of underloading. Any loss on account of underloading shall be borne by the bidder, if it fails to get the corresponding credit notes issued from MCL within a period of 1 year.	Please let us know, if any U/L Penalty is to be levied to handling agent.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-21	Volume-III Scope of Work Point No. VI Page no. 36	Contractor will ensure that over loading of rakes is avoided to ensure zero punitive for overloading by Railways. In case of any Overloading then contractor to take necessary action as per Fuel Supply Agreement (FSA). In case of any enrout weightment/ load adjustment the contract will supervise & coordinate ensure that the re-weightment/load adjustment is conducted in a proper & transparent manner. Also the contractor to ensure completion of load adjustment within 8 hours from rake stabilization time.	If any over loading/ Punitive charges are imposed by Railways, whether there will be penalty on Handling Agent?	31-Jul-22	No penalty on handling agent on account of overloading, however the bidder will have to ensure that overloading to be avoided.
Prebid Query-22	Volume-III Scope of Work Point No. XXII page No. 37	Contractor shall coordinate with TPSA for sampling & preparation of coal samples & timely issuance of results of coal lifted from MCL. Contractor shall also ensure the delivery of coal to TSPL as per the quality declared by TPSA. Contractor shall also be responsible for coordinating with TPSA for expediting the declaration of results & release of Credit notes by MCL for slippage in quality at loading end.	Please let us know the name of 3rd party sampling agency you have engaged for sampling work.	31-Jul-22	Presently CIMFR is engaged as TPSA, the same can be changed as per discretion of TSPL.

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Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 02-August-2022
Prebid Query-23	Volume-III Scope of Work Point No. III Page no. 36	Contractor will ensure timely consent, allotment and loading/dispatch of rakes and supervise by deploying sufficient resources at the loading point and ensuring that proper quantity and quality coal is loaded and the coal is free from shale/stone, big size boulders and other foreign ingredients and also ensure 100% crushed coal.	Whether crushing charges are to be quoted separately for crushed coal or we will get crushed coal directly from collieries?	31-Jul-22	No separate Crushing charges to be quoted by bidder, the bidder needs to ensure 100% crushed coal from MCL as per SOW -III.
Prebid Query-24	Volume-I Instruction to Bidders Clause. 10 (Qualification Requirement) Page No . 9	Desired Qualification from Bidders: <ul style="list-style-type: none"> Quality Delivered from MCL > 3200 Kcal/kg in last 3 Financial year from MCL. Transit loss < 1% from MCL in last 3 Financial years. Bidder's organization to have at least 3 Personals with 15 years of experience in dealing with Senior level officers in coal companies and Indian Railways. 	To quality for participation in the Bid, is it a must that the Bidder should have worked for MCL? If the bidder has worked with other subsidiaries of CL, can it be considered as qualification for participation in the tender.	31-Jul-22	As per the essential qualification requirement the bidder must have work experience in any of the CL subsidiary for either CPP or IPP coal materialization.
Prebid Query-25	Annexue : 1 Price Bid Format (Page No 42)	Note: Materialization Bonus/damage shall be considered on monthly basis & shall be reconciled every quarter. <ul style="list-style-type: none"> GCV Bonus/Damages to be calculated for individual rake wise. Transit Loss Bonus/Damages to be calculated on individual rake wise. 	We request you to keep quantity/quality reconciliation on monthly/yearly average basis to avoid any unwanted penalty to handling agent.	31-Jul-22	Bidder to follow terms & condition of Tender Document.
Prebid Query-26	Annexue -1 Price Bid Format Transit Loss: (Page No. 40)	Transit Loss : Bonus & Penalty < (-)0.25%: Mirror provisions of penalty should be applicable as bonus, capped to 150% of VC (-)0.25% - (-)0.5%: No Bonus/Penalty (-)0.5% - (-) 0.75%: Damage 100% VC > (-) 0.75% - (-)1%: Damage 150% VC >(-)1%: Penalty at landed c	Please let us know quantity incentive to be given to us as per RFQ is as per table below Transit Shortage Incentive 0% to 0.25% shortage: 100% of Variable Charges 0% to 0.25% excess: 50% of Variable Charges Above 0.25% excess: 50% of Variable Charges	31-Jul-22	Transit Loss Penalty (-)0.25% - (-)0.5% : No Bonus/Penalty (-)0.5% - (-) 0.75% : Penalty 100% VC > (-) 0.75% - (-)1% : Penalty 150% VC >(-)1% : Penalty at landed cost Bonus :- < (-)0.25% - 0% : Bonus 100% of VC after that For every 0.1% improvement additional 10% of VC will be applicable subject to capping of 150% of VC.