

Talwandi Sabo Power Limited					
Pre Bid Queries and clarifications & Addendum_TN/7/CM/TSPL/2022-23-R0 Dated 20th Feb 2023 (Supply of Imported Non-Coking Coal on Delivered to plant basis to TSPL)					
Description	Clause No.	As per tender specification	Queries raised by Parties	Query raised on	Pre-Bid clarifications by TSPL dated 03-Mar-2022
Pre-Bid Query-1	Volume 1: Instructions to Bidders Clause No: 9, Page No:-13 <u>Envelop -1 Documents</u>	Technical declaration form and documents for the quality specification of coal to be submitted under this document as mentioned in Annexure-A.	In the Annexure-A it is mentioned that bidder bid for one than 1 port then separate Annexure-A need to be submitted. If bidder bid for more than 1 coal specifications (A1 to A7) in that case please clarify whether to submit separate Annexure-A or not.	24-Feb-23	In case bidder bid for more than 1 specification of the coal and more than 1 port, then bidder must submit separate Annexure-A for different type of coal supplied from different port.
Pre-Bid Query-2	Volume 2: Technical Specification Clause No: 6, Page No:-27 <u>Specification of Coal</u>	For A1-A7 type of coal base parameter for Sulphur on ADB basis should be 0.5%.	TSPL has invited the bid for 7 type of imported coal having the different specifications but maintained Sulphur specifications 0.5% only. It need to be revised as less than 1%.	24-Feb-23	Bidder to follow terms & conditions of tender
Pre-Bid Query-3	Volume 2: Technical Specification Clause No: 8, Page No:-36 <u>Quantity Determination</u>	In case IMWB at TSPL is not working, then the methodology for quantity to be considered as final for payment purpose mentioned in Annexure-G (Quantity Determination).	Methodology for quantity determination is mentioned in Annexure-F not on G. Need to rectify this typographical error.	24-Feb-23	In case IMWB at TSPL is not working, then the methodology for quantity to be considered as final for payment purpose mentioned in Annexure-F (Quantity Determination).
Pre-Bid Query-4	Volume 2: Technical Specification Clause No: 10 (i), Page No:-37 <u>Base Price Adjustment /Damages (i) For GCV ARB</u>	For the purpose of penalties/adjustments, the weighted average GCV of one Lot will be arrived considering (a) the rakes with GCV within linear adjustment range and (b) Rakes above base GCV i.e., 5700 GAR for option-A1, 5000 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4 and 5800 GAR for option-A5, 6300 GAR for option-A6, 5800 GAR for option-A7. No incentive will be payable for rakes received above base GCV and the rakes above base GCV will be capped at 5700 GAR for option-A1,5000 GAR for option-A2, 6300 GAR for option-A3, 5000 GAR for option-A4, 5800 GAR for option-A5, 6300 GAR for option-A6 & 5800 GAR for option-A7 for all calculations & payable amount. In case one rake in a Lot received with GCV below linear adjustment range, the same will be considered in weighted average GCV of the Lot. In case more than one rake in a Lot goes below linear adjustment range, then, excluding one rake (with highest GCV below linear adjustment range), other rakes below linear adjustment range will not be considered in weighted average GCV and will be treated independently on rake-to-rake basis.	Coal is not an industrial product and variation in GCV is natural. Weighted average GCV of one lot is considered for billing and payment purposes and not on rake to rake basis. Therefore, It is not justifiable to cap the upper limit of GCV upto base GCV on rake to rake basis in linear adjustment of a lot. GCV more than base GCV need to be considered in linear adjustment for calculating weighted average GCV of a lot. Capping should be applied on weighted average GCV of a lot upto base GCV inspite of rake to rake basis. As such this clause need to be revised accordingly.	24-Feb-23	Bidder to follow terms & conditions of tender

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<p align="center">Pre-Bid Query-5</p>	<p>Volume 2 : Technical Specification Clause No: 13, Page No:-47 <u>Liquidated Damages (LD)</u></p>	<p>If in any LOT the total number of rakes to be dispatched is not dispatched till the last day of that LOT as per schedule, then the rakes which are delayed beyond the last day of the specified LOT schedule will attract LD which will be levied at 0.25% of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be dispatched) for each day's delay beyond the last day of the LOT on which that rake was scheduled to be dispatched to the plant subject to a ceiling of 2.5% of the nominal value of coal in that rake. This will be computed on rake-to-rake basis. The parties agree and confirm that the LD are genuine pre- estimate of the loss, which TSPL will suffer on account of such delay.</p>	<p>Successful bidder will perform on its best on effort basis to deliver the coal as per delivery schedule. However, facts related to infrastructural related logistics constraints and less availability of empty wagons / rakes from Railways is known to every one. Same has been explicitly mentioned by MOP vide its letter dt 9/01/2023 for direction to all Gencos including IPPs for timely Import of coal for blending purposes. Therefore, In case of delays in supplies are due to non availability of empty wagons by Railways then date of application of indents with Railways to be considered as deemed date of dispatch and computation of LD to be done from date of indent filed with Railways.</p>	<p align="center">24-Feb-23</p>	<p>TSPL Tender Document Volume -2 (Technical Specification) Clause 13, Note (a) Page -48 specifies that "In case of restriction imposed by Railways, the LD schedule will be correspondingly extended as mentioned in clause 4.1 of Vol. 2 unless the restriction is attributable to the specific Supplier / Contractor / Bidder."</p> <p>Other than the above provision, bidder to follow the terms and condition of the Tender.</p>
<p align="center">Pre-Bid Query-6</p>	<p>Volume 2 : Technical Specification Clause No: 11, Page No:-45 <u>Payment Terms:</u></p>	<p>LC for 80% of the value of coal supplied shall be accepted on presentation of following documents.</p> <ul style="list-style-type: none"> • Bill of exchange for 80% of Invoice value • Tax Invoice in Triplicate at LC Price • Photocopy of the Sale and Purchase agreement • Copy of Railway Receipts for the rakes in the LOT • Self certified copy of the applicable index according to actual supply. • Country of Origin certificate. • Copy of bill of lading. • Copy of bill of entry <p>TM Adjusted Quantity shall be considered for Billing purpose. Full payment of the coal value to be paid out of, an irrevocable Letter of credit (LC) with usance period of 30/120 days (Refer Annexure E) from RR (Railway Receipt) date of last rake of LOT {Definitions(h) of Volume II}, through nationalized bank and in the format acceptable to Seller.</p>	<p>For the payment purposes bill of lading and bill of entry are mentioned to provide along with other set of documents to discount the LC. In this regard it is to state that in case of procurement of imported coal through financing only bill of entry is filed with customs at their own name. As such set of documents to be revised as "copy of bill of lading/ bill of entry." Apart from above, format of LC is given on Annexure-D not on Annexure-E & need to rectify this typographical error.</p>	<p align="center">24-Feb-23</p>	<p>LC for 80% of the value of coal supplied shall be accepted on presentation of following documents.</p> <ul style="list-style-type: none"> • Bill of exchange for 80% of Invoice value • Tax Invoice in Triplicate at LC Price • Photocopy of the Sale and Purchase agreement • Copy of Railway Receipts for the rakes in the LOT • Self certified copy of the applicable index according to actual supply. • Country of Origin certificate. • Copy of bill of lading/Copy of bil of entry. <p>TM Adjusted Quantity shall be considered for Billing purpose. Full payment of the coal value to be paid out of, an irrevocable Letter of credit (LC) with usance period of 30/120 days (Refer Annexure D) from RR (Railway Receipt) date of last rake of LOT {Definitions(h) of Volume II}, through nationalized bank and in the format acceptable to Seller.</p>

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Pre-Bid Query-7	Volume 4 : Annexure, Forms and Formats Annexure - C, Page No:-91 <u>Format for Qualification Requirement:</u>	Annual Turnover & Quantity supplies from Chartered Accountant / Statutory auditors for any preceding five consecutive years.	Under the clause no. 15 qualifying requirement at page no. 20, it is mentioned that supply of 2 lacs MT non-coking/ coking coal to be supplied during preceding 3 financial years 2019-20, 2020-21, 2021-22 or in the current financial year as on date of bid submission but in the Annexure-C under point no A & B, FY 2017-18 and 2018-19 are also mentioned and current financial year is not mentioned in the table. As such FY 2017-18 and 2018-19 need to be deleted and current financial year 2022-23 need to be incorporated. Under the point no. C also, financial years need to be corrected.	24-Feb-23	Annual Turnover & Quantity supplies from Chartered Accountant / Statutory auditors for any preceding Three consecutive years. FY 2017-18 and 2018-19 to be deleted and current Financial year to be added under Section A and Section C.