

Talwandi Sabo Power Limited

Pre Bid Queries and Clarifications Dated 14th Oct 2023 (Active Mine Management from CCL to TSPL)

Clause No.	Tender stipulation	Query	Query Raised on Date	Pre Bid Clarifications by TSPL dated 14-10-2023														
SOW Page no.46	<p>[Materialization penalty/bonus to be billed for every month & to be reconciled every quarter].</p> <table border="1"> <thead> <tr> <th colspan="2">Materialization Penalty and Bonus</th> </tr> </thead> <tbody> <tr> <td>Above 90%</td> <td>Bonus of 100% VC</td> </tr> <tr> <td>80% - 90%</td> <td>No Bonus/Penalty</td> </tr> <tr> <td>70% - 80%</td> <td>Penalty of 100% of VC</td> </tr> <tr> <td>60% - 70%</td> <td>Penalty of 150% of VC</td> </tr> <tr> <td>Below 60%</td> <td>Penalty of 200% of VC</td> </tr> </tbody> </table>	Materialization Penalty and Bonus		Above 90%	Bonus of 100% VC	80% - 90%	No Bonus/Penalty	70% - 80%	Penalty of 100% of VC	60% - 70%	Penalty of 150% of VC	Below 60%	Penalty of 200% of VC	<p>1.Please consider No Bonus/ No Penalty range 70% to 8% on quarterly basis instead of 80% to 90% and impose penalty on less materialization below 70%.</p> <p>2. Please clarify the tentative quantity to be handled and please confirm the MSQ as per FSA.</p> <p>3. As coal supply is monitoring and regulated by subgroup committee, who instruct to increase or decrease coal supply based on the stock position in the plant, Generation plan, Coal production etc. In reality, rake supply is being regulated as per instruction of subgroup committee even if the programme is approved by the CIL. This is beyond control of any contractor. Kindly consider including rake not supplied as per sub group committee instruction as an exception and calculate materialization based on rakes approved as per sub group committee.</p> <p>4. 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.</p> <p>5. "(Materialization penalty/bonus to be billed for every month & to be reconciled every quarter)." - What is the significance of quarterly reconciliation whereas the penalty will be calculated and recoverable on monthly basis?</p> <p>6. Suppose 1st month of the quarter materialization is 80%, 2nd month of the quarter materialization is 85% and 3rd month of the quarter materialization is 100%, that means quarterly average is 88%- Whether the compensation deducted on monthly basis will be refunded or adjusted on quarterly basis.</p>	13th October 2023	Bidder to follow Terms & Conditions of the Tender		
Materialization Penalty and Bonus																		
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B. (Page no.46)	SUPERVISION OF SAMPLING and ANALYSIS BY TPSA: Variable Charge: INR 5/MT The bidder shall undertake the supervision of sample collection, preparation and analysis of coal by the TPSA jointly appointed by TSPL and CCL at the loading point and shall ensure that TPSA collects the sample and prepares the same as per the relevant IS standard. In case of any variation in the results declared by TPSA of the samples collected at the loading end and declared by TSPL at the plant end. To be calculated on yearly weighted average Basis	<p>1.Please confirm who will be the sampling agency in both the end. Sampling report of same agency must be considered at loading end and unloading end- Please conform.</p> <p>2.Please confirm what will be base of deciding the variation penalty i.e. Grade declared by TPSA or Grade as per GIL notification.</p> <p>3.There should be a scope on account of bidder to re analyze the Referee samples at loading end.</p> <p>4.What is the significance of calculated on yearly weighted average basis while all other penalties are calculating on monthly basis.</p>	13th October 2023	Bidder to follow Terms & Conditions of the Tender														
C. (page no.47)	Description Range Particulars Bonus 0% to (-)0.1% = Bonus of 100% of VC No Bonus/Penalty = (-)0.1% to (-)0.25% = No Bonus/Penalty Penalty = (-)0.25% to (-)0.5% = Penalty of 100% of VC Penalty = (-)0.5% to (-)0.75% = Penalty of 150% of VC Penalty = (-)0.75% to (-)1% = Penalty of 200% of VC Penalty > (-)1% = Penalty of 100% of VC + Landed Cost of coal short received in excess of 1%	<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 in not clear therefore you are requested to fill up the following table.</p> <table border="1"> <thead> <tr> <th>Transit Excess</th> <th>Bonus/penalty</th> </tr> </thead> <tbody> <tr> <td>0% to (-)0.1%</td> <td>Bonus of 100%</td> </tr> <tr> <td>>0.1% to 0.25%</td> <td>No bonus /penalty</td> </tr> <tr> <td>>(+0.25% to 0.50%</td> <td>Penalty of 100% of VC</td> </tr> <tr> <td>>(+0.50% to 0.75%</td> <td>Penalty of 150% of VC</td> </tr> <tr> <td>>(+0.75% to 1%</td> <td>Penalty of 200% of VC</td> </tr> <tr> <td>>(+1%</td> <td>Penalty of 100% of VC + Landed Cost of coal</td> </tr> </tbody> </table>	Transit Excess	Bonus/penalty	0% to (-)0.1%	Bonus of 100%	>0.1% to 0.25%	No bonus /penalty	>(+0.25% to 0.50%	Penalty of 100% of VC	>(+0.50% to 0.75%	Penalty of 150% of VC	>(+0.75% to 1%	Penalty of 200% of VC	>(+1%	Penalty of 100% of VC + Landed Cost of coal	13th October 2023	Bidder to follow Terms & Conditions of the Tender
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D. (page no.47)	D. UNDER LOADING: The Bidder shall ensure that there is no underloading of wagons while loading of coal at loading end. In case of any underloading, the bidder must ensure refund of freight amount from CCL on account of such underloading, in accordance with FSA, promptly. The bidder must ensure prompt reconciliation of such refund amount and issuance of credit note by CCL on quarterly basis. In case of failure of the bidder to get the refund beyond a period of 1 year from the date of generation of coal bill, the same shall be recovered from the bidder.	<p>1.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.</p> <p>2. As the contract will be in force till March 2024 i.e. 5 months approx. then refund of freight amount from CCL on account of such underloading beyond a period of 1 year does not arrive. Hence please modify the clause .</p>	13th October 2023	Bidder to follow Terms & Conditions of the Tender														

11. (Page no.10)	REVERSE AUCTION TSPL shall conduct reverse auction post price bid opening on pre-s pecified date and time for duration as deemed fit by TSPL. The lowest price in Rs. /MT. discovered during close bidding shall be the opening price (Start Price for Reverse bidding) . After Completion of online Reverse Auction, the Closing Price (CP) shall be considered as L1 rate for further processing including negotiations with the L1 bidder, if desired by TSPL.	1.Please clarify whether the highest bidder can take part in the reverse auction 2. How the bidder comes to know his status in case the bidder falls under H1.	13th October 2023	Bidder to follow Terms & Conditions of the Tender
Page no .7	Receipt of all required physical documents for bid submission including DD for EMD	Whether all the documents needs to be submitted physically besides online submission.	13th October 2023	Bidder to follow VolumeI, Clause 3 of the Tender
Page no.42the expected monthly scheduled quantity is~ 15-20 rakes/month & the duration of this engagement is till end of H - 2 of FY 23-24 (till completion quota month of Ma rch- 24).	Please confirm the contract period and the quantity to be handled.	13th October 2023	Bidder to follow Terms & Conditions of the Tender
26. (page no .44)	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.	1.Whether the third party will hand over the report to the contractor or directly to the consumer?	13th October 2023	Bidder to follow Terms & Conditions of the Tender
		2. We have no control over the third party hence please modify the time limit Of 7 days from the handover of th i rd -party result. 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.	13th October 2023	Bidder to follow Terms & Conditions of the Tender
2.(Pa ge no.42) 11.(Page no.43)	In case of any kind of penalty/ demurrage incurred to TSPL due to delay in unloading of rakes due to presence of oversized coal, foreign material & damaged wagon etc, contractor shall be liable to pay up to 50% of the demurrage amount charged by railways for respective rakes. Contractor will ensure that no bulged wagons are dispatched to TSPL power plant. In case a bulged wagon is dispatched then any kind of delay or penalty incurred to TSPL due to demurrage charges shall be payable by Contractor up to 50% of the demurrage amount charged by Railways for the respective rakes.	Please clarify what will be the modus operandi of segregating the chargeable hours between the CHA and the TSPL/CHP O&M contract or. We request a joint report is prepared and signed by all concerned representatives for allocation of chargeable hours.	13th October 2023	Bidder to follow Terms & Conditions of the Tender
F.(Page no.49)	F. Claim and Refund Matters related to Indian Ra ilway: The Bidder needs to ensure that there should not be any diversion of rakes and shall ensure the correctness of any penalty levied by Indian Railways. For any claim/refund matter related to Indian Railways arising due to conditions such as diverted rakes, excessive freight/penalty etc. charged by ra ilways , the bidder shall ensure that the matter is resolved within a period of 180 days from the date of its occurrence. Any resolution of the refund/claim matter beyond 180 days will attract penalty as per below: The Contractor shall be liable to compensate the interest cost to TSPL for the claim pendency beyond 180 days for the unsettled amount due to claim/refund matter @ 10% per annum.	Please note there is no time limit for settlement related to Indian Rai lways and it is beyond control of any bidders . Bidders are only can monitoring and submit report to your organization about the progress of settlement within our contract period. Hence please remove that clause of penalty.	13th October 2023	Bidder to follow Terms & Conditions of the Tender