

Clarifications to Tender Document No. NPL/CHA/2021-22/50 - CHA Services from ECL

Sl. No.	Clause	Page No	Clause	Bidder Query	NPL Confirmation
1	21	6	Qualification Requirements: Experience in Coal handling for Coal supply in Rail mode at any Coal Company(s) of CIL in any one financial year during preceeding three audited financial years (2020-21,2019-20, 2018-19)	Since, the loading operations vary significantly between the CIL Subsidiaries. Hence, the Technical Qualifications of working in ECL loading Points may be sought from the bidder for 4 Lacs MT of Coal.	Provisions of Tender Document will prevail
2	32	21	Quality Determination: Weighment of rakes shall be carried out on In-Motion Weigh Bridges (for tare and gross) at NPL. Access to the Contractor to witness the weighment will be provided through CCTV real time footage.	Weighment of rakes shall be carried out for only Gross Weighment. Railways Tare shall be considered for extrapolating the Net Weight received at Plant.	Provisions of Tender Document will prevail
3	34	23.1	Compensation towards GCV ARB received at NPL plant: Compensation shall be payable by the Contractor to NPL as per the table below for the Batch weighted average GCV ARB.	Since, CIL gives it results on EQ Basis hence, the GCV received at NPL on EQ Basis shall considered for all commercial purposes under the contract. The Penalty Slab may be revised as follows to keep the contract lucrative and commercially/ practically viable: GCV_EB Bonus/Penalty Above 5100 Bonus Rs.5/ MT >4900<= 5100 NIL >4700<= 4900 Penalty Rs. 2.5/MT >4500<=4700 Penalty Rs. 5.0/MT Below 4500 Penalty Rs. 10/MT	Provisions of Tender Document will prevail
4	35	23.2	Compensation on lower materialization with respect to the approved railway program "% Materialization >90%"	Considering the Coal Crisis on PAN India Basis, the minimum % materialization shall be kept at 85 % and the table to be revised accordingly.	Provisions of Tender Document will prevail

Clarifications to Tender Document No. NPL/CHA/2021-22/50 - CHA Services from ECL

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5	36	23.4	Compensation on account of Transit Loss (TL):	<p>The Slab for Incentive/Compensation on account of Transit Loss may be revised as below:</p> <table border="0"> <tr> <td>T.Loss'%</td> <td>Bonus/Penalty</td> </tr> <tr> <td>Below 0.2%</td> <td>Bonus Rs. 5.0/MT</td> </tr> <tr> <td>>0.2% <= 0.5%</td> <td>NIL</td> </tr> <tr> <td>>0.5% <= 1.0%</td> <td>Penalry Rs.2.5/MT</td> </tr> <tr> <td>>1.0% <= 1.5%</td> <td>Penalty Rs.5.0/MT</td> </tr> <tr> <td>Above 1.5%</td> <td>Penalty Rs. 10/MT</td> </tr> </table> <p>Further, kindly clarify whether the Bonus/Penalty would be applicable on the overall quantity of the batch of rakes.</p>	T.Loss'%	Bonus/Penalty	Below 0.2%	Bonus Rs. 5.0/MT	>0.2% <= 0.5%	NIL	>0.5% <= 1.0%	Penalry Rs.2.5/MT	>1.0% <= 1.5%	Penalty Rs.5.0/MT	Above 1.5%	Penalty Rs. 10/MT	Provisions of Tender Document will prevail
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Above 1.5%	Penalty Rs. 10/MT																
6	37	24	<p>Billing and Payment terms: NPL will release 90% of eligible amount for each period as admissible, within forty-five (45) working days from the date of receipt of such bills (complete in all respects) at NPL's designated office located at NPL Plant. All payncnts shall be made through EFT (Electronic Fund Transfer). Balance amount will be released on receipt of TPSA/JS quality results (including referee results) along with debit/credit notes or 18 months from the rccipt of Batch of rakes, whichever is earlier.</p>	100% Payment can be released on the basis of submission of Bank Guarantee of value equivalent to 10% of the Contract Value towards the Quality Clause.	Provisions of Tender Document will prevail												
7			Points for Consideration	Provision for Reverse Auction may be incorporated in the NIT for finalization of the L-1 Bidder	Kindly refer the revised Tender Document												

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8	37	23.5	100% of the monthly incurred demurrage charges by NPL on account of delay in unloading (of Contractor's rakes) due to reasons attributable to the Contractor shall be recovered from Contractor's monthly dues. However, demurrage imposed at unloading end due to congestion or any other reason attributable to NPL shall be borne by NPL. In case of waiver of demurrage charges by Railway, the deduction made, if any, on account of demurrage will be refunded to the Contractor. The refund amount shall be proportionate to the waiver granted by Railway.	Please clarify what will be the modus operandi of segregating the chargeable hours between the CHA and the NPL/CHP O&M contractor. We request a joint report is prepared and signed by all concerned representatives for allocation of chargeable hours.	As clarified in the Bid Document, demurrage imposed at unloading end due to congestion or any other reason attributable to NPL shall be borne by NPL. Rest all will be charged to the Contractor.
9	57 and Page 21 (S No.6)	Annexure III:	FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR FOR QUALIFICATION REQUIREMENTS (On Letter Head of Statutory Auditors) Certificate issued by Statutory Auditors based on the POs/Work orders, as per Annexure-III (A).	Please consider deleting the clause.	Provisions of Tender Document will prevail
10	73	Annexure IX	DECLARATION OF SUBSIDIARIES / RELATED PARTIES (On the letter head of the bidder)	Please clarify whether it is applicable for this Tender.	Provisions of Tender Document will prevail

Clarifications to Tender Document No. NPL/CHA/2021-22/50 - CHA Services from ECL

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11	36	23.4	<p>Compensation on account of Transit Loss (TL): For the purpose of assessing transit loss (TL), quantity of Coal rakes received at NPL Plant in a Batch of rakes (NPL weight) will be considered. RR weight shall be compared with NPL weight of the Batch of same rakes. $TL = RR \text{ quantity for Batch of rakes} - NPL \text{ received quantity for Batch of rakes}$ $X 100\% \text{ RR quantity for Batch of rakes}$</p>	<p>(a) Will the weighment of empty wagons to be done at plant (tare weighment). (b) As monthly approved railway program remains valid from 4th of a month to 3rd of next month, rakes received at NPL in a month might be against 2 programs, so what will be the calculation of shortage in that case?</p>	<p>(a) Both Tare and Gross weight will be done at NPL IMWB as per the provisions of the Bid Document. (b) Kindly refer the revised Tender Document with illustration.</p>
12	16	4.5	<p>The Contractor shall make all out efforts to achieve 100% materialization of contracted quantity of Coal within permitted timeframe by the Coal Company and/or Railways.</p>	<p>Please clarify-</p> <ol style="list-style-type: none"> 1. How the materialization % will be calculated – monthly or from 4th day of the current month to 3rd day of the next month? 2. If monthly, then will the rakes moved from 1st to 3rd of next month be considered as rakes moved against next month's program? 3. What will be the treatment of re-programmed rakes in calculation of materialization? Will it give less such number of rakes from the total programmed quantity to arrive at materialization %? 	<p>Kindly refer the revised Tender Document with illustration</p>

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Sl. No.	Clause	Page No	Clause	Bidder Query	NPL Confirmation
13	39	27	The Bidder shall fully indemnify, hold harmless and defend NPL against any action, claim or proceeding relating to the infringement of intellectual property rights of any third party and/or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the Contract.	Please explain how does infringement of IPR is relevant with this tender?	Provisions of Tender Document will prevail
14	39	27	The Bidder shall indemnify and hold NPL harmless in respect of any and all damages or injuries to any person and to any property and against all actions, suits, claims, demands, costs, charges and expenses (including professional fees) arising in connection with: i. any act or omission of the Bidder; ii. violation of any of the provisions of the Applicable Laws or Applicable Permits by the Bidder.	Kindly consider to modify the clause as follows: ... i. any willful act or omission of the Contractor, agents or representatives;	Provisions of Tender Document will prevail

Clarifications to Tender Document No. NPL/CHA/2021-22/50 - CHA Services from ECL

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15	43	30.8	<p>Resumption of performance</p> <p>During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall provide all reasonable assistance to the Affected Party in this regard.</p>	<p>Kindly consider to modify the clause as follows:</p> <p>During the period that a Force Majeure Event is subsisting, the Affected Party shall in consultation with the other Party, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on of its obligations under this Contract. The Affected Party shall also make efforts to resume performance of its obligations under this Contract as soon as possible and upon resumption, shall notify the other Party of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard. Further, the period of contract shall automatically stands extended for as many days as the force majeure subsisted so as to complete supply of quantity as envisaged under clause 15.</p>	Provisions of Tender Document will prevail
16	41	30.2	<p>Force Majeure Event shall expressly not include the following circumstances or events:</p> <p>e. any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor or any other transport service provider in transporting the Coal from the Colliery to the NPL Plant;</p>	<p>Kindly note that in All Rail mode of supply transporter of coal from siding to the power plant is necessarily done by Indian Railways. Therefore, any delay / non-performance by Railways is beyond control of the contractor. Kindly consider to remove the clause.</p>	Provisions of Tender Document will prevail

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17	46	32.1	Resolution of unforeseen situation Every possible care has been taken by NPL in preparation of this Bidding Document by considering and including various scenarios and situations. However, there may arise any unforeseen situation which has not been included in the Bidding Document. Each Bidder is deemed to have authorized NPL to consider such situation as and when it arises or is brought to the notice of NPL in a suitable manner as well as practical aspects/ good practices	Kindly give some examples of unforeseen events and what shall be contractor's liability in the same?	Provisions of Tender Document will prevail
18	43	31	Events of default A. Contractor's events of default: In addition to any other event contained herein giving NPL a right to terminate the Contract, the following events shall be construed as events of default on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract	In addition to any other event which gives rise to a termination right for NPL appearing in any other provisions of this Enquiry, the following events shall be construed as events of default subject to clause no. 30.2 (Force Majeure Clause) on the part of the Contractor, the occurrence of which shall entitle NPL to terminate the Contract (each a Contractor's Event of Default):	Provisions of Tender Document will prevail

Clarifications to Tender Document No. NPL/CHA/2021-22/50 - CHA Services from ECL

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19	44 and 48		<p>In the event of a Contractor's Event of Default NPL shall, in addition to its right to immediately terminate the Contract, have the right to immediately encash the CPS of the Contractor without prejudice to the other legal remedies available to NPL.</p> <p>34.2. Termination due to Convenience NPL also reserves the right to terminate/ cancel the Contract by giving one month written notice without assigning any reason thereof.</p> <p>34.3. Termination for cause NPL reserves the right in its sole discretion to cancel/terminate the Contract in full or part at any time by giving 15 days written notice to the Contractor if the Contractor's performance is not found to be satisfactory to NPL or in case the Contract is found uneconomical to NPL.</p>	<p>Kindly consider to modify the clause as follows: NPL shall have the right to terminate the Contract with immediate effect on account of any of the Contractor's Events of Default subject to clause no. 31 and to immediately encash the CPS of the Contractor without prejudice to the other legal remedies available to NPL.</p> <p>NPL reserves the right to cancel the Contract in full or part by giving 15 days written notice:</p> <p>a. if the performance of the Contractor is not found to be satisfactory by NPL as per clause 15.(C) b. in case the Contract is found uneconomical to NPL provided NPL does a good faith negotiation with the contractor to revise the rate and the contractor is not able to do the same.</p>	<p>Provisions of Tender Document will prevail</p>

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20	6	21	Turnover and net worth duly certified by Statutory Auditors as per Annexure-III (B).	Our Statutory Auditors has already issued our Net Worth and Turnover Certificate for 5 financial years ending 31.03.2021 for participating in another Tender. Please confirm if we can upload the same document, as certificate from Statutory Auditors required at least one month time, so arranging the same in short notice is difficult in pandemic situation. We already have our Annual Report certified by the Statutory Auditor for the Fy. 2020-21. Please consider the same for Anx-III(B).	Provisions of Tender Document will prevail
21	20 and 34		Guaranteed (Base) Parameters: Coal Quality: GCV 5100 Kcal/Kg 23.1.1 Compensation shall be payable by the Contractor to NPL as per the table below for the Batch weighted average GCV ARB.	Please consider the guaranteed GCV 300 kcal/Kg less than 5100 Kcal / Kg (ARB) as it will be measured at ARB at the unloading end whereas declared grade at the loading end is based on Equilibrated method.	Provisions of Tender Document will prevail
22	6	21	Experience in Coal handling for Coal supply in Rail mode at any Coal Company(s) of CIL in any one financial year during preceding three audited financial years 2020-21,2019-20, 2018-19 (Experience of Road-Cum-Rail Mode / Washery mode shall not be considered)	Whether lifting of coal by rail-road-rail mode through Washery will be considered for qualifications.	Provisions of Tender Document will prevail