

Clarifications to Tender Document No. NPL/RCR/2021-22/54 - CHA Services from SECL

Sl. No.	Clause	Page No	Clause	Bidder Query	NPL Confirmation
1	Clause 4	16	<p>Scope of Work : 4.4 The Contractor shall achieve 100% materialization of contracted quantity of Coal within permitted timeframe by SECL and/or Railways</p> <p>4.5. The Contractor shall adhere to approved monthly railway program.</p>	Please add the benefit of carry forward method in modification of the clause for determining the materialization % and compensation as per previous tender vide no. NPL/CHA/2021-22/50 Rev No 1. Dated 06-10-2021 & NPL/CHA/2021-22/52 Rev No 1. Dated 08-10-2021.	Provisions of tender Document shall prevail.
2	Clause 5	20	<p>Guaranteed (Base) Parameters: Materialization: 100% Coal Quality: GCV 3700 Kcal/Kg Transit Loss: < 0.2%</p>	Allowable Transit Loss: should be 0.8% instead of 0.2%, kindly do the needful	Provisions of tender Document shall prevail
3	Clause 5	20	<p>Guaranteed (Base) Parameters: Materialization: 100% Coal Quality: GCV 3700 Kcal/Kg Transit Loss: < 0.2%</p>	Since the GCV depends on the production of CIL and gives result on EQ basis, hence please consider the guaranteed GCV variation of 300 kcal/Kg less than 3700 Kcal / Kg (ARB) as per your previous tenders floated in the year 2020 for determination of Bonus and penalty.	Provisions of tender Document shall prevail
4	Clause 6	21	<p>Qualification Requirement: 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</p>	Instead of "preceding three audited financial years 2020-21,2019-20, 2018-19" please also allow and add the year 2017-18 as during 2020-21 all business affected adversely due to COVID pandemic.	Provisions of tender Document shall prevail

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5	Clause 6	21	Technical Qualification Requirement: (Experience of Road-Cum-Rail Mode / Washery mode shall not be considered)	In Rail Mode, we have handled rakes from SECL and lifted coal for washery, this should be considered in the experience as scope of work will be the same.	Provisions of tender Document shall prevail
6	Clause 14	28	Earnest Money Deposit (EMD) : The Bidders are required to deposit an Earnest Money Deposit (EMD) of Rs. 20,00,000/- (Rupees Twenty Lakhs only) through RTGS	Last year we had quoted the tender and submitted the EMD amount of 30 L against CHA tender. Please consider 20 L EMD from last year EMD amount	Bidders have to submit fresh EMD against this tender
7	Clause 23.1	34	Compensation towards GCV ARB received at NPL plant	Penalty on account of quality will be finalized based on fixed GCV therefore 10% balance payment should not be linked with TPA results.	Provisions of tender Document shall prevail
8	Clause 23.1.1	34	Compensation shall be payable by the Contractor to NPL as per the table below for the Batch weighted average GCV ARB.	Since the GCV depends on the production of CIL and gives result on EQ basis, hence please consider the guaranteed GCV variation of 300 kcal/Kg less than 3700 Kcal / Kg (ARB) as per your previous tenders floated in the year 2020 for determination of Bonus and penalty.	Provisions of tender Document shall prevail

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9	Clause 23.4	34	<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 quantity for Batch of rakes – NPL received quantity for Batch of rakes X 100% RR quantity for Batch of rakes</p>	<p>a) will the weighment of empty wagons to be done at plant (tare weighment)?</p> <p>(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>	Provisions of the Tender Document shall prevail
10	Clause 23.5	37	<p>Demurrage : 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. 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</p>	In case 250 mm coal, 100% penalty on account of demurrage should not be imposed on the bidder. As we understood from our past experience, NPL does not have adequate infrastructures to unload 250 MM size coal at Wagon tippler.	Provisions of tender Document shall prevail

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11	Clause 23.5	37	Demurrage : 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. 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.	Provisions of tender Document shall prevail
12	Clause 23.6	37	Penalty due to foreign material : Foreign material like plastic, sand, stones, bajri, tramp iron pieces, concrete blocks, etc. are not to be loaded into the definition wagons failing which the service charge proportionate to the quantity of foreign material shall be deducted from the Contractor's dues. The assessment of the quantum of foreign materials shall be jointly done by NPL and Contractor's authorized representative (if present) by visual inspection as the measurement is not feasible	We would like to highlight that, Coal India is reimbursing its coal value against bolder and foreign material therefore clause number 23.6 may be removed. Moreover penalty is not clear in this tender (Only coal value should be considered or Railway freight will be also consider in the penalty)	Provisions of tender Document shall prevail
13	Clause 23.7	38	Aggregate Compensation : Aggregate of all the compensations/demurrage are capped at 80% of the Contract Price.	Aggregate Compensation shall be capped at 30% instead of 80%	Provisions of tender Document shall prevail

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14	Clause 27	39	<p>Indemnification : 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.</p>	Please explain how does infringement of IPR is relevant with this tender?	Provisions of tender Document shall prevail
15	Clause 27	39	<p>Indemnification : 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.</p>	Kindly consider to modify the clause as follows : i. any willful act or omission of the Contractor, agents or representatives;	Provisions of tender Document shall prevail

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16	Clause 30.2	41	<p>Force Majeure Event shall expressly not include the following circumstances or events: 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>	<p>Provisions of tender Document shall prevail</p>

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17	Clause 30.8	43	<p>Resumption of performance : 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: 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>	<p>Provisions of tender Document shall prevail</p>

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18	Clause 31	43	<p>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....</p>	<p>Kindly consider to modify the clause as follows: 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):</p>	Provisions of tender Document shall prevail
19	Clause 31	44	<p>Events of default: 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>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>	Provisions of tender Document shall prevail

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20	Clause 32.1	46	<p>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.</p>	<p>Kindly give some examples of unforeseen events and what shall be contractor's liability in the same?</p>	<p>Provisions of tender Document shall prevail</p>
21	Clause 34	48	<p>Termination of Contract: 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. 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>NPL reserves the right to cancel the Contract in full or part by giving 15 days written notice: 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 shall prevail</p>