

Clarifications on Bid Document No: NPL/Alt Coal/2022-23/69

Supply of Imported Non-coking Coal

Sl. No.	Clause & Page No.	Clause Title	As per Bid Document	Bidder(s) Observation	NPL Remarks
1	Clause no. 3 & Page No. 6	Qualification Criteria	Supply of Non-Coking/Coking Coal of Foreign or Domestic origin in any one (01) financial year during the preceding three (03) completed financial years (FY 2021-22, FY 2020-21, or FY 2019-20) OR in the current financial year as on date of Bid submission	1. Please clarify the term "Supply" 2. Whether the Bidders who are engaged in Transportation of coal through Rail/Rail cum Road/Rail cum Sea mode are also eligible to participate in the subject tender. Please clarify.	1. For the purpose of qualification criteria, Supply means sale of Non-Coking/Coking Coal by the Bidder to purchaser (end-user) against LOA/PO. 2. LOA/Service order issued merely for the purpose of services w.r.t transportation of coal shall not be considered.
2	Clause no. 8/F & Page No. 14	Basis of Bidding and Options	Firm Basic Port charges, Inland handling and other administrative charges at discharge port up to loading on to Railway wagons (including but not limited to stevedoring, port charges, interacting and any incidentals till wagon loading etc.).	Please mention the discharge port nearest to the Plant.	Discharge port to be selected/identified by the Bidder
3	Clause no. 8/G (notes) & Page No. 14	Basis of Bidding and Options	This element will be eligible for variation in GST and revision of Railway freight by Indian Railways on the date of supply. Double taxation, if any, shall be to the account of Bidder.	Please clarify Double taxation, if any. Any variation in GST / Taxes must be on account of NPL	The vendor shall quote nominal/standard railway freight as per FOIS exclusive of GST to avoid double taxation, or else it will be to the account of Bidder. Provisions of the Bid Document will prevail.
4	Clause no. 10.9/b & Page No. 21	Evaluation of the Price Bid	Decision of NPL regarding the selection of the Successful Bidder will be final and binding on all the Bidders. NPL also reserves the right not to enter into any contract against this Bid Document, if the prices quoted/offered are not economical/ beneficial or may prove detrimental to the overall interest of NPL or higher than prices of coal from alternative sources. NPL's decision in this regard shall be final and binding on all the Bidders and NPL will not be liable to pay and damages/compensation/cost etc. to any Bidder.	If NPL do not enter into contract agreement with successful bidder then EMD amount must be refunded immediately instead of blocking Bidder's fund till 30th Sep'2023	Provisions of the Bid Document will prevail.
5	Clause no. 11/b & Page No. 22	Negotiations and Award of Contract	NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s). Such Letter of Award may include certain conditions which the Successful Bidder must satisfy before NPL issues a Purchase Order to such Successful Bidder.	Please specify certain conditions which NPL may incorporate in Letter of Award.	Point modified as - "NPL may at its own discretion issue a Letter of Award to the Successful Bidder(s)."
6	Clause no. 13.2/Table & Page No. 25	Schedule of Supply	Commencing despatch of 1 st Rake from loading siding : Within 10 days (or earlier as per mutual agreement) from clearance through email/LOA/PO date.	Sourcing of imported coal from foreign origin takes minimum time of 25-30 days. As such, timeline for commencement of supplies to be revised as : within 30 days (or earlier as per mutual agreement) from clearance through email/LOA/PO date.	Provisions of the Bid Document will prevail.
7	Clause no. 13.2/Table & Page No. 25	Schedule of Supply		Successful bidder will perform on its best 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.	Provisions of the Bid Document will prevail.
8	Clause no. 15.1 & Page No. 33	Penalties & various Adjustments		Coal is not an industrial product and variation in GCV is natural. Therefore, it is not justifiable to cap the upper limit of GCV up to base GCV on rake to rake basis in linear adjustment. GCV more than base GCV to be considered in linear adjustment. Capping should be applied on weighted average GCV of a lot up to base GCV.	Provisions of the Bid Document will prevail.
9	Clause no. 15.2 & Page No. 34	Penalty on Excess moisture		Other parameters are on weighted average of lot. As such penalty on excess TM may please be computed on weighted average of lot size.	Provisions of the Bid Document will prevail.

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10	Clause no. 15.5 & Page No. 40	Liquidated Damages		In case supplies get delayed due to non availability of empty wagon from Railways then application of indents with Railways to be considered as deemed date of dispatch. In case successful bidder is unable to produce this evidentry proof then LD should be applied.	Provisions of the Bid Document will prevail.
11	Clause no. 15.7 & Page No. 41	Penalty on excess Sulphur		NPL 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%.	Provisions of the Bid Document will prevail.
12	Clause no. 15.9 & Page No. 42	Penalty on excess VM		Penalty on excess VM may please be computed on weighted average of lot size.	Provisions of the Bid Document will prevail.
13	Clause no. 15.14 & Page No. 43	Bulged Wagons		Railways govern by its own system and keeping in view of factual position of less availability of empty wagons successful bidder/supplier can not demand from Railways. As such this Penalty need to be deleted.	Provisions of the Bid Document will prevail.
14	Clause no. 16 & Page No. 45	Billing and Payments		Supply of imported coal upto power plants incures a huge expenditure. As such Billing & Payments clause need to be amended as, "RA bills to be submitted on rake to rake basis on RR weight. 80 % payments to be released within 5 working days from date of submission of RA bill. Balance 20 % payments to be released after the finalization of quantity and quality results of a lot".	Provisions of the Bid Document will prevail.
15	Annexure XVII at Page No. 98	Quantity Determination at Plant		In case NPL weighbridge is non operational then RR weight to be considered as NPL received weight. As such methodology mentioned under point no 3 & 4 need to be deleted.	Provisions of the Bid Document will prevail.