

Clarifications to Bid document Ref. NPL/Road Mode/2019-20/037 Rev No.0 Dated: 10-Oct-2019

S No	Document No	Clause No.	Existing Clause	Prospective Bidders Query/Comment/Suggestion	NPL Clarification/ Revision to Bid Document
1	FCS-BID-NPL-04	2	No prebidders qualification provided in the Tender	Please consider that those bidder who have been qualified in NPL's recent tender No. 36 shall be considered prequalified for participating in tender.	There are no pre-qualified bidders acceptance in Tender-37
2	FCS-BID-NPL-09	7	Provision not provided in the Tender process	Please consider that bidder being already depositing security deposit to NPL against recent tender for coal transportation on RcR mode from SECL may not be required to submit additional SD.	Provisions of Tender document will prevail
3	FCS-BID-NPL-16	14.2	NPL Received quantity/ Payable quantity = W1	Please consider to provide tolerance for transit loss of 0.8% in weightment as per standard practice	Provisions of Tender document will prevail
4	FCS-BID-NPL-16	14.1.5	Contractor has to ensure that the all empty wagons shall be uniformly loaded up to its permissible carrying capacity. Idle freight on account of under loading and over loading, if any, will be borne by the bidder.	Penalty on account of Under-loading and over-loading account of under loading may please be shared in equal ration of 50:50 between NPL and Contractor	Kindly refer the revised bid document
5	FCS-BID-NPL-16	14.1.4	The firm should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake (~ 4000 MT). Indents may also be placed in advance, if feasible.	It is not feasible to place indent within 48 hours of lifting of equivalent to one rake (~ 4000 MT). May please consider that indent shall be placed within 2 3 working days after receipt of Lifting Certificate equivalent to 1 Rake quantity.	Provisions of Tender document will prevail
6	FCS-BID-NPL-12	10.2	Minimum quantity to be offered for the scope of work is 10 rakes per month, for the period from 1st Nov'19 to 30th April 2020 from a particular siding DO's/RO's would be issued during this period	Requirement of minimum 10 rakes per month from a particular siding DOs/ROs may be revisited	Provisions of Tender document will prevail
7	FCS-BID-NPL-10	8.7	In addition to CPS, Contractor to furnish Security Deposit (SD) which together with CPS will be equivalent to value of coal (ex-colliery price inclusive of taxes) that is allocated for lifting by NPL.	The SD may be revisited to keep it as 10% of the coal value allocated rather than 100%	Kindly refer the revised bid document

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8	FCS-BID-NPL-14	12.2	<p>NPL shall provide copy of calibration certificates if requested by the bidder. NPL shall undertake the calibration of IMWB in line with the schedule/practice as recommended by Legal Metrology. In case of highly erratic weighment recorded at IMWB, the case may be jointly discussed and based on severity and reoccurrence of such incidences more than 10% of rakes received in a lot, NPL shall endeavour for action as appropriate post comparing such abnormality with rakes received from other contractors and Contractors during that period. Any efforts to influence weighment process/ hamper the operation of IMWB through frivolous objections may be considered as a default on the part of the Contractor.</p>	<p>Please define "Lot". What would be the treatment if no other contractor moves coal from siding from where a particular vendor opts during that period and there is erratic weighment case at NPL Plant end. In such cases RR weight should be considered</p>	<p>For "Lot", kindly refer the revised bid document.</p> <p>For confirming whether there is erratic weighment, weighment of other rakes from different service providers/ suppliers will be considered and will not be limited to the weighment of single service provider/ supplier. In such cases, procedure provided in bid document will be followed.</p>

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9	FCS-BID-NPL-14	12.4	In case there is no previous benchmark available for rakes despatched for NPL by the bidder from same loading point and supplies are expected after the in-motion weighbridge is rectified, then average transit loss of most recent rakes (minimum 5 , maximum 10) received post rectification of NPL in-motion weighbridge shall be considered for arriving at NPL received weight for the rakes received during the non-availability of in-motion weighbridge	In case that operating siding gets inoperative/ restriction imposed by any authority for usage of the siding or in case of operational challenge experienced from using that loading siding for further movement of coal, in that case after NPL IMWB gets rectified there will be no opportunity to know the actual TL for further rakes. Under those circumstances, what would be the treatment of the rakes already supplied from that loading siding when NPL IMWB was out of order. We suggest RR weight should be considered for the same.	Kindly refer the revised bid document
10	FCS-BID-NPL-15	13.A.1	NPL will carry out the sampling and analysis of Coal at NPL plant as per the provisions of either BIS or ASTM at the option of NPL.	The choice of BIS / ASTM should be aligned to the one which CIMFR adopts at loading siding for apple to apple comparison	Provisions of Tender document will prevail
11	FCS-BID-NPL-15	13.A.3	The supplier's representative will have the option to witness the sample collection, preparation, testing of main sample and final packing of the reserve sample through CCTV real time footage (following coverage locations).	The reserve sample so packed should be jointly sealed and signed on the seal by the supplier and NPL to ascertain it tamer proof and not merely witnessing through CCTV footage.	Provisions of Tender document will prevail
12	FCS-BID-NPL-15	13.A.11	The results of the samples disputed are beyond the repeatability limits (as per BIS 1350) with respect to the average results for the balance undisputed rakes of the lot.	If the test are done in ASTM then how the repeatability of BIS would apply and what would be the rep_eatability limit as per ASTM.	Kindly refer the revised bid document
13	FCS-BID-NPL-15	13.A.11	If the number of rakes disputed is less than or equal to 50% of the rakes of a lot then the reserve sample results will be considered for payment. Otherwise the average of original and reserve sample will be considered for payment.	Please Define " LOT". How does it differ from "Batch" as in clause 14.1.1	Kindly refer the revised bid document

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14	FCS-BID-NPL-15	13.A.11	If the number of rakes disputed is less than or equal to 50% of the rakes of a lot then the reserve sample results will be considered for payment. Otherwise the average of original and reserve sample will be considered for payment.	The note says if more than 50% rakes are disputed then averaging of reserve sample test result and original test results will be done. We suggest for any rake qualifying for reserve sample testing as per criteria 13.A.11 (i) & (ii), the result of reserve sample should always prevail unless the same is within the repeatability limits from original result of the same rake.	Kindly refer the revised bid document
15	FCS-BID-NPL-16	14.1.1	The adjustment for quality/GCV adjusted payable service charge shall be as under. Variation is computed as difference between monthly weighted average GCV-ARB determined at the plant and by CIMFR (final results, including that of Referee) for the Batch:	What would happen if the referee results are not available in time how payment and reconciliation would happen and how would vendor know that NPL wants referee testing	Kindly refer the Billing & Payment clause of revised bid document
16	FCS-BID-NPL-16	14.1.1	Rs 50 per 300 Kcal/kg variation for first slab of 300 kcal//kg, thereafter Rs 300 per 300Kcal/kg, both on a pro-rata basis, on income tax slab basis, subject to a maximum of 25% of the transportation charges	We suggest the 25% of transportation charges are only road freight from mines to loading siding and exclusive of Rail Freight. Please clarify.	Kindly refer the revised bid document
17	FCS-BID-NPL-16	14.1.1	$GCV\ ARB = CIMFR\ GCV \times (100 - TM) / (100 - M)$	CIMFR GCV ARB will be derived from CIMFR reports as follows: $GCV\ ARB = CIMFR\ GCV \times (100 - TM) / (100 - M)$ Query/ Suggestion : " M" in the above formula stands for Equilibrated Moisture. Please confirm.	Kindly refer the revised bid document

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18	FCS-BID-NPL-16	14.1.1	In the event no sample is collected on any day or CIMFR has sampled and tested the qty equivalent to <50% of the lifted qty corresponding to the DO qty , the weighted average of the most recent results available of any preceding month against respective source & grade shall be adopted. In case results of the preceding months are not available, (a) For GCV - Declared grade of coal will be taken for computation. (b) For TM – TM limit will be 13% c) For M- M limit will be 3.5%	We suggest the GCV value in the above case should be the median value of GCV band after considering the grade slippage trend of that mine as experienced in most latest previous month for which CIMFR results are available and should not be declared grade. Even in case of declared grade it should be the lowest value of the GCV band of that grade. The TM and M (equilibrated Moisture) should also be as per the most recent previous month experience for which CIMFR results are available.	Kindly refer the revised bid document
19	FCS-BID-NPL-16	14.1.6	Penalty due to excessive oversized coal	What are the cases when demurrage imposed at unloading case is attributable to contractor when unloading of rake is not under contractor's scope. Please clarify.	Kindly refer the revised bid document
20	FCS-BID-NPL-16	14.1.6	Normally all the penalties shall be first recovered from the gross payable against a monthly invoice and thereafter shall be recovered from the CPS amount. Over all Penalties/ Recoveries (excluding 14.1.5), if any from contractor, shall be capped at 30% of service charge.	We suggest this should be covered under the overall capping on penalties i.e 30% service charge.	Provisions of Tender document will prevail
21	FCS-BID-NPL-19	17.4	Note: Contractor needs to provide loading point calibration certificate of weighbridge.-for SECL weighbridges.	Note: Contractor needs to provide loading point calibration certificate of weighbridge.-for SECL weighbridges how is this feasible.	Provisions of Tender document will prevail

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22	FCS-BID-NPL-19	17.6 to 17.8		Vendor should not be responsible to take control the execution, monitoring and supervision of CIMFR's activity or expedite their process. It's a independent agency. Vendor can just cooperate with CIMFR's requirement for truck sampling at mines , beyond that can not take part or onus of CIMFR's obligations and can not support in any means like vehicle, tools tackles for CIMFR, transportation of samples to lab etc and their intactness and safe custody.	Provisions of Tender document will prevail
23	FCS-BID-NPL-29	Annexure XIX 6.2	unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts for the Washery;	Query/Suggestion: Vendor is not involved in any washery related activities/ business lines. Even the scope of work doesn't envisage coal washing/ beneficiation. So please amend or withdraw this clause.	Kindly refer the revised bid document
24	FCS-BID-NPL-29	Annexure XIX 6.2	unavailability of the ROM Coal in the requisite quality and/or quantity including as a result of SECL's failure to deliver the ROM Coal at the Colliery	Query/ Suggestion: If this is not a force Majeure the atleast this should not be counted as vendor's event of default.	Provisions of Tender document will prevail
25	FCS-BID-NPL-29	Annexure XIX 6.2	on account of SECL/ CIL exercising any of its rights or performing any of its obligations as contained in the FSA including without limitation any change to the quantity, quality or source of supply of ROM Coal.	Query/ Suggestion: If this is not a force Majeure the atleast this should not be counted as vendor's event of default.	Provisions of Tender document will prevail
26	FCS-BID-NPL-29	Annexure XIX 6.2	non-performance resulting in normal wear & tear typically experienced in coal washery materials and equipments	Query/Suggestion: Vendor is not involved in any washery related activities/ business lines . Even the scope of work doesn't envisage coal washing/ beneficiation. So please amend or withdraw this clause.	Kindly refer the revised bid document

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27	FCS-BID-NPL-29	Annexure XIX 6.2	mechanical or electrical breakdown or failure of the Washery or any part thereof, or machinery or plant owned or operated by the Contractor	Query/ Suggestion: Vendor is not involved in any washery related activities/ business lines . Even the scope of work doesn't envisage coal washing/ beneficiation. So please amend or withdraw this clause.	Kindly refer the revised bid document
28	FCS-BID-NPL-29	Annexure XIX 6.2	any delay or non-performance whether by the Contractor or any other person (other than NPL) but including any Subcontractor, Indian Railways or any other transport service provider in transporting the OM Coal from the Collie to the Washery or the Washed Coal to the Power Plant: or i. strikes or labour disturbance at the facilities of the Contractor or its Subcontractor; or j. Insufficiency of finances or funds or the Contract becoming onerous to perform.	Query/ Suggestion: Vendor is not involved in any washery related activities/ business lines . Even the scope of work doesn't envisage coal washing/ beneficiation. So please amend or withdraw this clause.	Kindly refer the revised bid document

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29	FCS-BID-NPL-29	7.A	Non-compliance to any relevant major requirement of SECL/CIMFR/CIL/Govt. bodies.	<p>Contractor can adhere to the scope of work as per tender document and would adhere to law of land , however any obligation related to SECL and CIMFR that client has to fulfil the same contractor should not be in event of default of contractor.</p> <p>(b) Vendor should not be responsible to take control the execution, monitoring and supervision of CIMFR's activity or expedite their process . It's a independent agency. Vendor can just cooperate with CIMFR's requirement for truck sampling at mines, beyond that can not take part or onus of CIMFR's obligations and can not support in any means like vehicle, tools tackles for CIMFR , transportation of samples to lab etc and their intactness and safe custody. Vendor should not be held responsible for any omission and default on part of CIMFR's obligations under your tripartite agreement between CIL subsidiary, NPL and CIMFR and the vendor is not part of it.</p>	Provisions of Tender document will prevail
30	FCS-BID-NPL-29	7.1	Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 2,00,00,000/-	<p>If a bidder participate for one or Two subsidiaries , in that case how much amount to be deposited as earnest money ?</p> <p>i. EMD amount should be reduced and Provision of EMD deposit may please be in the form of BG.</p>	Kindly refer the revised bid document
31	FCS-BID-NPL-04		Experience in loading of coal/iron ore/bauxite in wagons.	The tender related to only "coal" – one should have coal handling. Experience of Iron ore and Bauxite are applicable- Nature of Bauxite and Iron Ore work is completely different.- please clarify .	Provisions of Tender document will prevail

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32	FCS-BID-NPL-01	13 of GCC	NPL reserves the right to spilt the tender qty Other bidder	There will be always be dispute as one will wait for other to start.	Kindly refer the revised bid document
33	FCS-BID-NPL-12	10.2	Minimum quantity to be offered for the scope of work is 10 rakes per month shall be decide by NPL	Minimum quantity should be reasonably higher so that the establishment cost is recovered or else rates will increase for NPL	Provisions of Tender document will prevail
34	FCS-BID-NPL-09	14.2		Minimum tolerance of shortage of Transit loss should be allowed to accommodate the handling loss	Provisions of Tender document will prevail
35	FCS-BID-NPL-12	10.2		Addendum Quantity per Subsidiaries to be indicate	The estimated qty (overall irrespective of subsidiary) as per provisions of Tender document will prevail
36	FCS-BID-NPL-12	10.1	Period of work upto April 2020	iii. Contract should be one year instead of April 2020 so that the establishment cost is recovered .	The provisions of extension of Tender beyond Apr-20 as mentioned in the Tender document will prevail
37	FCS-BID-NPL-17	15.3	90% of eligible payment within 30 days	Payment should be made on fortnightly basis , otherwise increase the working capital requirement leading to high cost – ---- Please consider the clause ----	Provisions of Tender document will prevail
38	FCS-BID-NPL-16	14.1.2	Contractor has to ensure that the all empty wagons shall be uniformly loaded up to its permissible carrying capacity. Idle freight on account of under loading and over loading, if any, will be borne by the bidder.	Please clear the overloading and underloading clause	Kindly refer the revised bid document

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39	FCS-BID-NPL-18	16	Crushing of coal (Size of coal)	In the event of getting coal above 100MM size whether it should be crushed in the mobile crusher – please clarify .	Kindly refer the revised bid document
40	FCS-BID-NPL-10	8.7	The quantities to the bidders will be allocated against Security Deposit (SD) equivalent to ex-colliery price of the allocated coal quantity through BG/Electronic transfer of funds. The successful bidders has to submit the SD within 7 days from the award of allocation by NPL, failing which the quantity will be allocated to the other bidder at L1 prices	Security Deposit (SD) equivalent to ex-colliery price of the allocated coal will make a huge amount for any service provider. This deposit will earn no interest and will stuck for almost 6 full contract period. Kindly waive off this term as provision of CPG of 2 crore is already in tender.	Kindly refer the revised bid document
41	FCS-BID-NPL-04	2	Lease document valid up to 30th June 2020	While coal storage may not be available with bidder at the time of tendering , same can be arranged by successful bidder once business is confirmed. Please waive off this condition to submit advance lease document for qualification requirement	Kindly refer the revised bid document
42			Prequalified Bidder	Please confirm if prequalified bidder need to submit financial and technical data as a part of Envelope C	There are no pre-qualified bidders acceptance in Tender-37
43	FCS-BID-NPL-10	8.1	Rs. 2.0 Cr (Rupees Two Crores Only)	If bidder is paying this CPS security deposit , SD againgt coal value should be nullified. Assume a bidder having newtworth 2 crore is eligible , it is not reasonbale as well as practical to expect him to pay EMD 2 crore, CPS 2 Crore, SD (which may be in again 10 crore)	Provisions of Tender document will prevail

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44	FCS-BID-NPL-11	9	Price Bid : 30-April-2020 (For allotment of ROM Coal)	Bid cannot be kept open for such a long period of 6 months. Day by day new policies being implemented in several departments which directly effect the road transportation. Please consider request to amend it for 60 day max however once bid accepted, discovered L1 price may be kept valid for contract till 30 April 2020.	Provisions of Tender document will prevail
45	FCS-BID-NPL-14	12.1	Weighment of rakes shall be carried out on in-motion weighbridges (for tare and gross) at NPL. The Bidder may witness weighment of rakes once in 15 days,	Please allow bidders representative to witness the weighment process on regular basis. If physical access not granted , one must be allowed to monitor through CCTV.	Kindly refer the revised bid document
46	FCS-BID-NPL-14	12.3 & 12.4	When NPL in-motion weighbridge is not operational for short duration, then NPL received weight shall be computed by applying transit loss on the basis of average transit loss of previous most recent rakes (minimum 5, maximum 10)	For such calculations , Shortage and excess actually received (irrespective of invoice) in last 5/10 rakes will be taken into account .	Provisions of Tender document will prevail
47	FCS-BID-NPL-16	14.1.1	When CIMFR has sampled and tested the qty equivalent to <50% of the lifted qty by road corresponding to the DO qty or in case of non sampling by CIMFR,,In case results of the preceding months are not available, (a) For GCV - Declared grade of coal will be taken for computation	You may please refer to recent results available with you, Coal as dispatched by CIL doesn't conform same grade as declared . Normally it is 2 grade down the declared value.So In case of absence of CIMFR, GCV will be considered applicable for 2 grade down the declared one. I.e for G8 Grade, GCV of G10 will be applicable.	Kindly refer the revised bid document
48	FCS-BID-NPL-16	14.1.5	If X-Y is positive, then a penalty shall be applicable as follows:.....	Handling shortages in RCR mode are quite normal : Transportation by road means(min 0.5%) + storage (min 1% Ground Loss)+ handling upto siding& rake loading (min 0.5%) + Rake movement (Min 2%) . So please keep first slab 0-4% for linear deduction and next slab of >4% for double deduction	Provisions of Tender document will prevail

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49	FCS-BID-NPL-17	15.3	90% of eligible payment within 30 days	While batch formation will take 30 days , payment settlement will take 60 days after rake dispatch . Please make it 7 days.	Provisions of Tender document will prevail