

**Clarifications to Tender Document No. NPL/RCR/2021-22/53 - RCR Services from SECL**

<b>Sl. No.</b>	<b>Clause</b>	<b>Clause</b>	<b>Bidder Query</b>	<b>NPL Confirmation</b>
1	Clause 7	<b>Earnest Money Deposit:</b> The Bidders are required to make an Earnest Money Deposit (EMD) of Rs. 1,00,00,000/- (Rupees One Crores only) by way of a Demand Draft (DD)	Whether the EMD submitted against our last year RCR tender should be considered for this tender also, please clarify. Kindly allow for considering the same as submitted.  Request to accept the EMD in the form of Bank Guarantee also.	a) Fresh EMD to be submitted against this tender.  b) Provisions of the Tender Document will prevail.
2	Clause 12	Quantity Determination	Physical witnessing should be allowed at wagon tippler for witnessing the size of coal and IMWB	Provisions of the Tender Document will prevail.
3	Clause 12.3	<b>Quantity Determination:</b> When NPL IMWB is not operational for a short duration, then NPL received weight shall be computed by applying transit loss based on average transit loss of previous most recent rakes (minimum 5, maximum 10) dispatched for NPL from the same loading point of the bidder.	Kindly consider excess as well for recent 5-10 rakes for such calculations.	Kindly refer revised Tender Document
4	Clause 12.3		How will be the quantity determination if IMWB for short duration is not operational during first 5 rakes please clarify	Kindly refer revised Tender Document
5	Clause 13	<b>Quality Determination:</b> NPL will carry out the sampling and analysis of Coal at NPL Power Plant as per the provisions of either BIS or ASTM. Normally, sampling would be done through a mechanical sampling system	Physical witnessing should be allowed for sampling, preparation, and testing at Coal Lab	Provisions of the Tender Document will prevail.

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6	Clause 13.2	<p><b>Quality Determination:</b> Generally, it takes 3-4 working days for sampling, preparation, analysis and declaration of test result, after unloading. The Contractor's representative will have the option to witness the sample collection, preparation, testing of the main sample, and final packing of the referee sample through CCTV real-time footage</p>	<p>If the test results not available in time how the payment and final reconciliation of quantity will happen please clarify</p> <p>The Final packing of referee sample should be jointly sealed and signed instead of through CCTV system.</p>	Provisions of the Tender Document will prevail.
7	Clause 14.1.1	Penalty on account of reduction in GCV Scenario-2 Coal quality (TPSA deployed by SECL) reports for 100% lifted quantity is not available.	Penalty on account of reduction in GCV, is kept on the very higher siding which should be reduced to a maximum 0.5 P for every 1 Kcal/kg reduction in GCV. Kindly amend the clause	Provisions of the Tender Document will prevail.
8	Clause 14.1.1	The weighted average of the quality parameters from the reports available of the most recent preceding month against respective source and grade shall be applicable for the quantities not covered in TPSA reports.	<p>Procedure</p> <p>The weighted average of the quality parameters from the reports available of the most recent preceding month against respective source and grade shall be applicable for the quantities not covered in TPSA reports.If quality reports not available for preceding month then succeeding month reports should be considered.</p>	Kindly refer revised Tender Document
9	Clause 14.1.2	Weight adjustment and recovery of railway freight on account of excess moisture over base total moisture	We request to remove recovery of railway freight on account of excess moisture over base total moisture	Provisions of the Tender Document will prevail.
10	Clause 14.1.4	Penalty on lapsed quantity of Coal	We request you to reduce the penalty on lapsed quantity of coal	Provisions of the Tender Document will prevail.

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11	Clause 14.1.5	Liquidated Damages (LD) on account of less/delayed dispatch of Coal against the Coal quantity lifted from mines as per DO: The Contractor should place the indent for rakes not later than 48 hrs after lifting of quantity equivalent to one rake (4000 MT).	Sometimes it is very difficult to place indents on rake wise. It is therefore request you to increase the limit of holding of coal from 4000 MT to 8000 MT in tender clause number 14.1.5. Moreover, we would like to highlight that a security deposit will be submitted by the bidder equivalent to coal value	Provisions of the Tender Documents will prevail.
12	Clause 14.1.5	Indents may also be placed in advance, if feasible.	Sometimes there are more than one railway sidings in which daily transporting of 2000-4000 MT is require so pendency of rake will lead to stock at site by more than 4000 MT. We request you to not to deduct any LD in such scenario.	Provisions of the Tender Document will prevail.
13	Clause 14.1.6	Reimbursement/Recovery of Coal value on account of Coal shortfall Quantity:	As the shortfall quantity is to be determined for the entire quantity of DOs at the time of final settlement of the contract, therefore, the penalty shall be limited to and should not be more than pit hed coal cost. Kindly make suitable correction in the clause accordingly.	Provisions of the Tender Documents will prevail.
14	Clause 14.1.7	<b>Penalty due to excessive oversize Coal:</b> Demurrage imposed at loading as well as unloading end shall be borne by the Contractor. However, demurrage imposed at unloading end due to reasons attributable to NPL and/or congestion that is not attributable to the Contractor shall be borne by NPL.	Demurrage at the unloading end should not impose on the bidder in case SECL issued 250 mm DO	Provisions of the Tender Document will prevail.
15	Clause 14.1.7		Since unloading is not in the scope of contractor what are the cases for which penalty shall be imposed on the contractor kindly clarify	Provisions of the Tender Document will prevail.

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16	Clause 14.1.9	<b>Chronology of penalty and adjustment application to arrive at net payable:</b> All penalties shall be first recovered from the gross payable against a monthly invoice and balance, if any, shall be recovered from the CPS and/or SD. Overall penalties	the overall penalty shall be capped at 20% of monthly gross service charges instead of 50%.	Kindly refer revised Tender Document
17	Clause 14.1.9	/recoveries excluding penalties/recoveries under clause 14.1.2 and 14.1.6, shall be capped at 50% of monthly gross service charge, exclusive of GST.	We request you to capped the penalties at 50% of monthly gross service charge, exclusive of GST including penalties/recoveries under clause 14.1.2 and 14.1.6	Kindly refer revised Tender Document
18	Clause 14.2	<b>Quantity reconciliation:</b> The Batch wise quantity will be reconciled as per practices generally followed in the coal industry as under	In RCR mode of transportation, Coal is transported through tippers to siding by Road mode and from siding to Plant through Rail Mode. Lot of quantity would be lost on account of re-handling of coal and long-distance rail transportation therefore it is proposed to fix the Transit loss of 0.8% as was in an earlier contract. And accordingly, TM adjusted received weight should be groused up for 0.8% fixed transit loss (as per clause 14.2 (a) (c) irrespective of actual transit loss as per formula given in clauses 14.2 (a) (a) and 14.2 (a) (b) at page no. 33. Kindly do the needful correction to derive payable quantity accordingly	Provisions of the Tender Document will prevail.

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19	Clause 15.3	<b>Billing and Payment Terms:</b> NPL shall release the 100% payment against undisputed invoice through EFT (Electronic Fund Transfer) for all the rakes in a Batch as admissible, within thirty (30) calendar days from the date of receipt of such invoices (complete in all respects as determined solely by NPL) as per the detail mentioned in 15.2 at the NPL's designated office(s) located at the NPL Power Plant.	To compose the batch to be ready for invoicing it will take 30 days and further 30 days from the date of invoice submission is making the 60days cycle for payment.Hence we request you to consider fortnightly payment term.	Provisions of the Tender Document will prevail.
20	Clause 2	<b>Technical Qualification Requirement:</b> Quantity executed in any financial year during last 3 (three) financial years ending 31.03.2021.		<b>Technical Qualification Requirement:</b> Quantity executed in any financial year during last 5 (five) financial years ending 31.03.2021.
21	Clause 2	<b>Financial Qualification Requirement:</b> (a) Annual Turnover of Bidder in any financial year during last 3 (three) financial years ending 31.03.2021. (b) Net worth of Bidder in any financial year during last 3 (three) financial years ending 31.03.2021.		<b>Financial Qualification Requirement:</b> (a) Annual Turnover of Bidder in any financial year during last 5 (five) financial years ending 31.03.2021. (b) Net worth of Bidder in any financial year during last 5 (five) financial years ending 31.03.2021.
22	3.1.1 (01)	Documents in Cover "A" viz. Covering letter, Power of Attorney and EMD to be submitted in Physical mode		Kindly refer revised Tender Document
23	3.1.1 (02)	Other requisite documents mentioned in Sl. No. 02 of the table to be submitted in Physical mode		Kindly refer revised Tender Document