

Sl.	Tender	Clause No. & Page No	As per Tender Document	Queries raised by parties	TSPL Response
1	Washery	Volume — II Point No. 4 at Page 9	The Bidder would provide necessary documents and records to TSPL to enable TSPL to claim GST credit.	Kindly specify documents/records as required by TSPL to claim GST credit. We are regularly filing GST returns which are available on GST Portal, TSPL can view the invoice details after logging in on GST Portal.	Bidder to provide necessary details as per provisions of applicable GST rules.
2	Washery	Volume — II Point No. 6 at Page 9	However, if the Contractor can reasonably prove that less dispatch of Rakes from Washery to TSPL is attributable to reasons beyond control of the Contractor, then LD can be waived based on mutual resolution.	Reason for less dispatch of rakes is normally on account of non-availability of rakes. As such, if indents have been placed and sufficient quantity of washed coal is available at washery / plant, then this would be sufficient ground for waiver of LD. Accordingly the clause may be amended.	Rake availability, Loading of rakes and delivery of washed coal to TSPL site is under scope of bidder. The bidder has to do all the activities required for satisfactory completion of the same. Hence, there is no change in tender conditions.
3	Washery	Volume — II Point No. 7 at Page 9	TSPL will release payment of 100% of the Bill for each period as admissible, within 30 working days from the date of receipt of bills.	TSPL has never released payment within 30 days from the date of receipt of bills. What will be assurance that TSPL will comply with this condition. TSPL should consider opening of LC for payment purpose.	Payment by TSPL is dependent on complete documents submission by bidder in terms of the contract. Hence, There is no Change in Tender conditions.
4	Washery	Volume — II Point No. 30 at Page 15	Contractor will submit daily coal lifting from Mines, Rakes loaded, coal shifted to Railway siding.	If TSPL is the only customer being handled at Himgir Siding, then the data can be shared if otherwise, it may not be possible because in such a situation shifting of washed coal to siding is not in the name of any specific customer. After rake is loaded in the name of a specific customer necessary adjustment in washed coal quantity at siding is adjusted.	At any point of time of washed coal stock at siding under the TSPL name has to be declared. This is our indispensable requirement. Hence, No Change in tender conditions.
5	Washery	Volume — III Point No. 1.5 at Page 16	In case of Raw Coal sampling and analysis is carried out by CIMFR, then the CIMFR declared Grade of raw coal & after words Referee analysis (if done) will be considered as the Grade of raw coal delivered by MCL to the Bidder.	Washery Operator should be permitted by CIMFR / MCL to associate in raw coal sampling carried out by CIMFR as TSPL representative, if washery operator is not allowed then the analysis results of CIMFR will not be acceptable. In the past, in case of BOCM/LOCM sampling carried out by CIMFR had shown erratic results. ACBIL had not associated in such sampling. There should also be a mechanism to resolve any dispute arising out of wide quality variances.	As per the Tripartite Agreement (TPA) between CIMFR, TSPL and MCL - the coal sampling shall be done by CIMFR independently and TSPL representative can witness the sampling and sample preparation. Bidder to work in terms of the agreement between TSPL and the bidder. Hence, No Change in tender conditions.

6	Washery	Volume — III Point No. 1.16 at Page 17	Quality analysis results shall be provided by 7th of Next Month	Raw Coal analysis results are being received virtually after 25 days	The clause 1.16 page 17 may be read as below - "Quality analysis results of the washed coal supplied to TSPL in a month and raw coal lifted for the same, as per contract terms and conditions, shall be provided by 7th of Next month." Please note the washed coal being supplied by the bidder has been received by the bidder generally in the month prior to the month of dispatch. Hence, there is no problem in giving Raw coal analysis results for raw coal corresponding to the washed by 7th of Next month. Hence, there is no change in tender conditions.
7	Washery	Volume — III Point No. 1.17 at Page 17	The Rejects from the beneficiation plant, will be disposed off by the Contractor at his own level and its Rebate (as specified in Contract) shall be given to TSPL on monthly basis in the bills.	Sale of Rejects is a commercial transaction for which raising invoice and charging GST @ 5% is mandatory. However, if TSPL still desires that Rebate on Rejects to be adjusted in bill, then a certification of not having availed any credit a/c. cess has to be separated provided as per proforma already sent to TSPL.	TSPL shall issue a Certificate on monthly basis on non availment of credit on CESS as per the TSPL own format. No other documents shall be provided.
8	Washery	Volume — III Point No. 1.18 at Page 17	The contractor shall follow — up with Railways and take all measures to avoid diversion of rakes en-route. The Contractor shall ensure that matched delivery to be made by Railways within 6 months for such diverted rakes. It may be noted that TSPL shall pay for the Coal as received at TSPL site in lieu of all such Diverted out rakes.	Diversion of rakes is not under control of washery operator. We can only assist TSPL to follow up with Railways for matching supplies. However, TSPL need to pay for washed coal booked & dispatched as per RR. Adjustment of raw coal should be carried out taking such quantity of washed coal as deemed supply, because corresponding quantity of raw coal has been utilized to generate washed coal dispatched in the rake.	NO change in Tender conditions.
9	Washery	Volume — III Point No. 1.22 at Page 17	The contractor shall follow up with TPA / CIMFR with TSPL & current regulations	Refer Point No. 1.5 remarks	NO. This is not accepted. As per the Tripartite Agreement (TPA) between CIMFR, TSPL and MCL - the coal sampling shall be done by CIMFR independently and TSPL representative can witness the sampling and sample preparation. Bidder to work in terms of the agreement between TSPL and the bidder. Hence, No Change in tender conditions.

10	Washery	Volume — III Point No. 1.27 at Page 18	Insurance of Coal lying at Washery and Transit Insurance from Mines to Washery, Washery to Rake loading point shall be in the Scope of Contractor	Washery premises along with raw material are insured in totality.	Point No 1. 27 Amended as per corrigendum dated 10th November 2018. Kindly refer to our website for the same.
11	Washery	Volume — III Point No. 2 at Page 18	The payment shall be released for the coal actually delivered at TSPL. As such the Contractor is to take care and to make necessary arrangement, so that diversion of Washed Coal doesn't take place.	Washed coal is being dispatched by rail mode only. In case of any en-route diversion after issuance of RR and handing over the rake to Railways the same cannot be stopped by Washery Operator, which has no control on Railway Administration / Operation.	NO change in Tender conditions.
12	Washery	Volume — III Point No. 2 at Page 18	Quantity reconciliation will be done on FIFO basis.	May not be practically feasible. At present along with bills a statement is enclosed showing how the raw coal quantity has been adjusted. Any compliance is subject to practicality of implementation.	NO change in Tender conditions.
13	Washery	Volume — III Point No. 3 at Page 18	CIMFR shall do Joint Sampling, Analysis and Testing of Raw Coal, loaded from Mines.	Association of washery operator to be ensured by TSPL, then only the results can be binding.	NO change in Tender conditions.
14	Washery	Volume — III Point No. 3 (B) Damages for loss on A/c. of High Ash% at Page 19	In addition to above in case of any individual rake received with Ash (ARB) % more than 36%, Railway freight of ash (ARB) % above 34% on pro-rata basis shall be recovered.	When normally weighted average is being worked out, there should not be any additional penalty on rake to rake basis, or treating any specific rake differentially.	Please note that already relaxation has been given for each rake. Hence, further relaxation is not possible. Hence, No change in tender terms and conditions.
15	Washery	Volume — III Point No. 3 (B) Damages for loss on A/c. of Excess TM at Page 20	In case weighted average of TM (ARB) of Beneficiated Coal received in a month exceeds the Guaranteed TM, then the adjustment in weight shall be done on pro-rata basis upto 4% increase in TM above Guaranteed TM and 1.5 times prorata for TM received at TSPL is more than (Guaranteed TM + 4%). i.e. the weight of washed coal shall be reduced by the same %age by which the total moisture in Washed Coal exceeds Guaranteed TM (ARB) upto 4% and 1.5 times thereafter .	Adjustment a/c. excess TM should only be on pro-rata basis. How can weight adjustment a/c. moisture be done on 1 1/2 time. This will lead to shortage in raw coal which cannot be compensated / recouped.	NO change in Tender conditions.

16	Washery	Volume — III Point No. 3 (B) Damages on loss on Lapsed Quantity of Coal at Page 21 2 nd Bullet Point	If lifted quantity is less than 95% of DO quantity then Damages on loss for the lapsed quantity will be 15% of the basic notified price of that DO.	(1) Unavailability of coal is very difficult to establish because mines invariably have book stock which is not fit for lifting purpose.(2) Unavailability of coal can also be due to various other factors viz. (a) Stock (b) law & Order condition (c) restrictions imposed by Govt. Administration / Local bodies for 24 Hrs. movement of vehicles (d) Unprecedented heavy rain fall. These grounds should be specifically mentioned.	Any Road Delivery Order issued is spread over 45 days for lifting. Also, Force Majeure conditions as tender clause no. 11 (Volume II) are already mentioned which take care of the concerns raised. Hence, there is no change in tender conditions.
17	Washery	Volume — III Point No. 3 (B) Damages for loss on Raw Coal shortfall quantity at Page 22	In case the shortfall quantity is more than the rake load quantity, then damages for loss at the rate of 1.5 x (Notified Base Price of Coal including taxes, royalties, cess, etc. on Raw Coal) x Shortfall quantity.	Needs to be explained.If such shortfall quantity is w.r.t. end of contract period with no extension then the same is acceptable.	This damages for shortfall quantity shall be applicable at the end of the contract or termination of contract by either parties. Clause no. 3 (B) is amended.
18	Washery	Volume — III Point No. 3 (B) Damages for loss on Raw Coal shortfall quantity at Page 22	Damages for loss of INR 5,000/ Day for delayed MIT report after 1st of every month	Not acceptable. All basic information are being provided.	This is to ensure timely receipt of the information and may be waived off incase of genuine difficulty. Hence, NO change in Tender conditions.
19	Washery		Capping of Penalty Clause	There is no mention of overall capping of penalty. Relevant clause as per on going contract to be incorporated.	NO change in Tender conditions.
20	Washery	Annexure — I :PRICE BIDFORMAT Name & Location of Washery In Table Point No. 8 Page - 23	Insurance Charges	To be clarified, what is the WOP expected to quote in this clause.	Point No 1. 27 Amended as per corrigendum dated 10th November 2018. Kindly refer to our website for the same.
21	Washery	Annexure — I :PRICE BIDFORMAT Name & Location of Washery In Table Point No. 9 Page — 23	Tarpaulin Charges	Covering of wagons by Tarpaulin has not yet been implemented by Railways. As and when it is made mandatory, necessary charges will be applicable. Presently there is no agency carrying out the job. This may not be implementable at present.	TSPL would implement this as per Railways /CIL requirement. TsPL shall decide regarding covering by Tarpaulin as per statutory requirement at the time of rake dispatch. Hence, no. change in tender conditions.
22	Washery			Request for your kind consideration to extend the due date of bid submission by at least two weeks.	Extended till 24th Nov 2018
23	Washery			What will be the minimum quantity to bid for?	A bidder has to bid for minimum 300,000 MT of Raw coal per year subject to supply of 5 rakes of washed coal in a month.
24	Washery	Page-18: Point-27 – (Clause-1: Scope of Work)		We feel, transit insurance for raw coal from mines to washery and for washed coal from washery to Rail siding is not required. However we shall take the insurance for raw coal received at our washery and the washed coal at rail siding against any theft and fire. Please confirm your acceptance.	Point No 1. 27 Amended as per corrigendum dated 10th November 2018. Kindly refer to our website for the same.

25	Washery	Page-18: Clause-2: Quantity		Transit Loss: We propose to allow us minimum 2% transit loss for the raw coal received from MCL to washed coal received at TSPL siding. There is a transit loss to bring coal from mines to washery, washery to railway siding, loading into rail wagons, transit loss from our rail siding to your rail siding (covering a distance of 1600 KMs). As per our experience, minimum 2% loss shall be there in all the transit as well as processing loss.	<u>NO change in Tender conditions.</u>
26	Washery	Page-18: Point No. 31		Please clarify and confirm whether tarpaulin is mandatory to cover the raw coal during road transport from mines to washery, washed coal from washery to rail siding and the rake?	TSPL would implement this as per Railways /CIL requirement. TsPL shall decide regarding covering by Tarpaulin as per statutory requirement at the time of rake dispatch. Hence, no. change in tender conditions.
27	Washery	Page-18: Clause-3: Quality		To engage a TPA (approved by CIMFR) is under the scope of Washery Operator? Please confirm.	NO. As per the Tripartite Agreement (TPA) between CIMFR, TSPL and MCL - the coal sampling shall be done by CIMFR independently and TSPL representative can witness the sampling and sample preparation. Bidder to work in terms of the agreement between TSPL and the bidder. Hence, No Change in tender conditions.
28	Washery			Quality analysis of ROM Coal & Washed Coal in laboratory of Washery Operator will be acceptable to you?	NO change in Tender conditions.
29	Washery	Page-21		Damage for loss on Raw Coal Shortfall Quantity: What will be the time period for this reconciliation?	Reconciliation to be done at the end of the contract time period or termination of contract by either parties.