

Sl. No	Clause No. & Page No	As per Tender Document	Bidder Queries	TSPL comments
1	Volume —I- Point No. 8 at Page 6 SD / PBG	Minimum value of Security Deposit to be furnished is INR 5 Crores and bidder(s) can bid for minimum quantity of 25,000 MT washed coal per month. Further, (SDBG/PBG) shall be submitted for an amount equivalent to INR 17 Crores for monthly quantity of 1 Lakh MT.	Security Deposit @Rs.17 Crores for monthly quantity of 1 Lakh MT. is astronomically very high. Reason being that at any given time the entire monthly quantity shall not be retained at washery end. Once the coal is lifted it is processed and dispatched regularly, as such Security Deposit at the maximum should be equivalent to 15 days of raw coal cost, @Rs.1600/per MT. This works out to approx. Rs.8 Crores for 1 Lakh MT. per month booking.  In case of PSPCL contract Security Deposit is Rs.3.50 Crore for 60000 MT. booking per month. In case of NPL contract Security Deposit is Rs.6.0 Crore against monthly booking as per purchase order to the extent of 1.0 Lakh MT. and Rs.8.0 Crore for more than 1 Lakh MT.	No Change. Service provider has to plan for working capital accordingly.
2	Volume — II- Point No. 7.1 at Page 11- Payment Terms	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.	After washed coal dispatches/receipts at the power plant end, the analysis results and weighment data is made available by 15 <sup>th</sup> to 20 <sup>th</sup> of the subsequent month. Thereafter, bills are raised by 25 <sup>th</sup> of the subsequent month. The bidder has to arrange transportation of raw coal from the mine to the washery and washery to the siding which is a major expenditure and is paid upfront to the transporter. As such, if payment is released after 30 working days of bill submission it tantamounts to credit to the extent of approx. 90 days for which substantial additional working capital is required.	No Change. Service provider has to plan for working capital accordingly.
3	Volume — II- Point No. 11- At page 12- Force Majeure	Force Majeure shall include: In case of any strike, or labor disturbances or any order issued by local /government / mcl authorities and railways or any other agencies for three consecutive days then contractor shall be not responsible for lifting during these period subject to submission of documentary proof/evidences for all such cases.	The conditionality should be with respect to one day and not three consecutive days of disruption, because normally strike are for 24 hours to 48 hours and frequency of such strike / labor disturbances are frequent in Odisha. Further submission of documentary proof / evidences for all such cases may not be feasible, it is desirable that it should be mentioned that such conditions shall be jointly assessed by the bidder and TSPL's local representative posted at Odisha. No Govt. Department/MCL/Railways issues any such communique regarding strike or disturbances.  In case of PSPCL, 90% payment against Proforma Bill is released after submission of bills. In case of NPL also there is provision of payment within 7 days after receipt of bills at NPL end. The clause needs to be accordingly amended.	DO validity is given spread over 45 days to take care of such issues in lifting. Hence, one day / two days issues shall not be consider. Same shall be as per Tender only.  <b>Clause No. 3.40 in the Vol III - Damages on account of lapsed coal - following changes will be made " Further, Further in case, DO quantity gets lapsed due to unavailability of coal at MCL mine, then the Damages on deviation shall not be loaded on the bidder on submission of documentary proof evidencing the disturbance towards the same to the satisfaction of TSPL.</b>
4	Volume-III- Point No.1.5 at Page No.24	It will be the responsibility of the Contractor to ensure right quality of Raw Coal is lifted from MCL (as the Notified/ Declared Grade of colliery) as part of their internal process of quality control procedure and communicate the same to TSPL by e-mail on daily basis.	The intimation regarding quality of input raw coal can be provided on daily basis for "date minus two days", such quality check would be based on Ash (ADB) basis which will not have commercial implications.	OK
5	Volume-III- Point No.1.6- (1st Para) at Page No.24	It may be noted that, in case, the Ash Content of raw coal lifted is high, then TSPL reserves the right to stop lifting of coal.  (DO quantity) / (No. of days of DO validity as in force  (presently 45 days) ) x (no. of days of stoppage by TSPL)	Lifting of coal should not be stopped on abrupt basis. When raw coal quality deteriorates joint inspection to be carried out by bidder and TSPL local representative for taking a joint decision for stoppage / regulating lifting of coal.  In the formula, number of days of Delivery Order validity should be considered as 38 days, because it normally taken 7 days for processing and entering into BMS system before lifting can start. As such effective time for lifting is only 38 days.	this is not possible. In case of higher ASH in raw coal lifted, the movement will be stopped.
6	Volume-III- Point No.1.6 (Second Para) at Page No.24	Resumption of lifting shall happen only post written confirmation/clearance from TSPL subject to addressal of the said quality issues to the satisfaction of TSPL. There shall be no recovery of damages levied (under clause no. 3.4 of Volume III) for the said period of stoppage.	Resumption of lifting cannot be based upon any written confirmation/clearance from TSPL as this may adversely affect lifting for long duration. There should be provision for joint assessment of raw coal quality for taking decision for resumption of lifting which should be a routine exercise rather than any written commitment. TSPL's representative can always put down his foot on resumption of lifting if it is found that poor quality is being lifted.	No change in tender terms.

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7	Volume-III- Point No. 2 Quantity - at Page No.27	Minimum of Quantity received at TSPL weighbridge or RR quantity will be considered as final quantity delivered for payment and other calculation purpose.	As per ongoing contract TSPL weighment is the final weight with no provision of transit loss. Since TSPL is not agreeing for making any provision of transit loss then there is no alternative.	No change in tender terms.
8	Volume-III- Point No. 3- Quality at Page No.28	The bidder shall quote the YRF in the price bid format given in this Tender document.  The yield for respective Analyzed Grades will be calculated based upon YRF quoted in price bid, subject to minimum yield as mentioned in above table. It is clarified that in case the yield based on YRF is higher than minimum yield defined in above table for respective grade, then yield as per YRF will be taken.	The table is showing minimum yield with respect to different grades of raw coal on monthly basis as analyzed by CIMFR. In this context, it is to submit that there is wide variance in differential yield for two grades the same is shown below;	<b>No change in Yield. Draft workings on how Final Yield will be calculated enclosed herewith as Worksheet 1</b> <b>However, bidders are free to quote the yield for each grade by mentioning the same in the Annexure for Deviation as mentioned in page No. 6 Clause No. 4</b>
9	Volume-III- Point No. 3.1 Higher Ash % at Page No.29	Ash % (ARB)- Beneficiation charges to paid & yield factor  Monthly Weighted average Ash% is greater than 38% -After deduction of 100% of beneficiation, surface transportation from mines to railway siding and associated charges till rake loading i.e. such coal will be treated as unbeneficiated and yield will be considered as 100%.	While we agree for 100% deduction for beneficiation charges, any recovery towards surface transportation for raw and washed coal would not be desirable because this is actual expenditure being incurred in transportation and any impact on account of quality slippage is already been addressed by way of recovery of beneficiation charges and differential yield. As such this clause needs to be maintained as per ongoing contract.	No change in tender terms.
10	Volume-III- Point No. 3.2- TMAdjustment at Page No.29- Volume-III Point No. 3.2- Railway Freight at Page No.30	In case the weighted average of Total Moisture (ARB) of Beneficiated Coal received in a month exceeds the Guaranteed TM defined above, then the adjustment in weight shall be done on pro-rata basis up to 3% increase in TM above Guaranteed TM and 1.5 times pro-rata for TM received at TSPL is more than (Guaranteed TM + 3%), 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) up to 3% and 1.5 times thereafter.  The chargeable beneficiation (washed) coal quantity of the month for which payment shall be made shall be worked out from the beneficiation coal quantity less the weight correction. Railway freight for the corrected quantity shall be recovered from the contractor.	There is no justification for imposition of penalty at 1.5 times in case TM exceeds 3% above guaranteed TM. This clause is for the purpose of compensating TSPL for excess TM and its corresponding Railway freight and not to generate revenue by penalizing at 1.5 times in terms of quantity and freight.	No change in tender terms.

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11	Volume-III- Point No. 3.4-	Damages on deviation for the lapsed quantity will be 15% of the basic notified price of that DO.  Further in case, DO quantity gets lapsed due to unavailability of coal at MCL mine, then the Damages on deviation shall not be loaded on the bidder on submission of documentary proof from MCL towards the same.	In the ongoing contract, there is no provision for imposing nil penalty upto 95% lifting (based on mutual discussion and facts). It is requested that the existing clause should be retained since there is always possibility of some quantity getting lapsed because of difficult working conditions in Odisha state. There are occasions when local residence resort to flag strike which affects entire transportation activity and no documentary proof or evidence can be obtained in writing from MCL or state authorities to this effect.	No change in tender terms.
12	Volume-III- Point No. 3.5- Under Loading- / Over Loading at Page No.31	100% penal freight shall be borne by the Contractor on account of over loading.	The existing clause for overloading and under loading should be retained. In case of overloading after adjustment of normal freight the residual portion which is penalty element should be equally borne by TSPL and the bidder. In case of under loading dead freight should be borne in the ratio 30:70 by TSPL and bidder respectively.	No change in tender terms.
13	Volume-III	Damages for deviation due to fines The size of the beneficiated/Washed coal to be supplied shall not exceed 50 mm with fines (0 -2mm) no exceeding 25%. The quantum of fines shall be evaluated in every rake delivered at the TSPL plant. If the monthly avg. fines (0-2mm) exceeds 25% then necessary damages for deviation shall be applicable as follows:	It may be noted that this penalty is with respect to jointly reconciled balance quantity at the end of the contract, i.e. two years or extended period thereafter whichever is later. This needs to be clarified in the tender.	No change in tender terms.
14	Volume-III- Point No. 3.9- Quality Management at Page No.33		The lifting of coal is based on availability of raw coal at the mine stock. Bidder has got no methodology of selectively lifting coal from the stockyard as being envisaged by TSPL. It is theoretical expectation to expect better GCV even within the grade, while bidder has no control. There is no such clause in any washery contracts prevailing in the country. Needs to be deleted.	This is responsibility of the bidder to take up with Mines and ensure correct quality of coal is lifted as per grade declared by MCL. No Change in tender terms.
15		Capping on penalty is not provided in tender document.	Washing contract is primarily a 'Service Contract' wherein the penalties can only be commensurate with the beneficiation charges being quoted. Penalty on account of any quality slippage cannot be loaded on transportation aspects. As such there should be provision of capping on penalty as per the prevailing clause in the	No change in tender terms.
16	Technical Qualification Requirement (Clause 9C. Page 7	Supply of at least 2 Lakh MT per year beneficiated / Imported / domestic coal in any of the preceding 4 years"	Supply of at least 1 (one) Lakh MT per year beneficiated / Imported / domestic coal in any of the preceding 5 years for any thermal power plant in either public sector or private sector	No change in tender terms. However, bidders are free to quote deviation in the Annexure for Deviation as mentioned in page No. 6 Clause No. 4

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17	Financial Qualification Requirement (Clause 9D, Page 7)	the "Average Annual Turnover of Bidder in preceding 3 Financial Years: Rs. Twenty Crores"	"Average Annual Turnover of Bidder in preceding 5 Financial Years: Rs. Twenty Crores".	No change in tender terms. However, bidders are free to quote deviation in the Annexure for Deviation as mentioned in page No. 6 Clause No. 4
18	Earnest Money Deposit (Clause 7, Page 6):	In case of tenders of unsuccessful bidders, the earnest money shall be refunded within 7 days of the award of order/contract or after the expiry of validity period of the bids, whichever is later"	"In case of unsuccessful....., whichever is earlier".	No change in tender terms.
19	Commencement of Contract (Clause 5; Vol-II, Conditions of Contract, Page 10):	The terms and conditions of this Contract/Agreement shall come into force and shall apply with effect from the date of signing of the same or as detailed in the Contract"	1. "The terms and conditions of this Contract/Agreement..... Date of signing of the same or issuance of D.O. whichever is later or as detailed in the contract".	No change in tender terms.
20	Liquidated Damages (Clause 6; Vol-II, Conditions of Contract, Page 11)		Kindly amend the clause with LD at the rate of 2.5% per week of the basic price of the coal of undelivered / failed quantity subject to maximum of 10% of the basic price of the coal of undelivered / failed quantity per month.	No change in tender terms.
21	Payment Terms (Clause 7; Vol-II, Conditions of Contract, Page 11)	The Clause "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"	1. "TSPL will release payment of 100% of the Bill for each period as admissible, within 15 working days from the date of receipt of bills" and this will immensely help the washery operators to maintain a workable cash flow.	No change in tender terms.
22	Quantity (Clause No. 2	Transit loss	1. In case of washing, there will be multiple number of handling the coal on loading, unloading, crushing, screening etc. Minimum 2% transit cum handling loss may be allowed.	No change in tender terms.
23	Damages for deviation due to fines (Clause 3.9, Quality Management, Volume – III, Technical Specifications & Scope of Work, Page – 32	Fines quantity in Washed coal	1. There is no guarantee in restriction of fines percentage in ROM coal. In such case, 25% restriction on fines for washed coal should be withdrawn.	No change in tender terms.

**WORKSHEET 1**

