

Clarifications to Tender Document No. NPL/Alt Coal/2021-22/55 (Rev1) - Supply of Imported Non-Coking Coal to NPL

Sl. No.	Clause	Clause	Bidder Query	NPL Confirmation
1	Clause 3	Qualification Requirement	To pre-qualify the Bidders those who have successfully executed purchase orders from NPL earlier	Provisions of the Bid Document will prevail.
2	Clause 5	Validity table: Price Bid: The price bid will remain valid till 25th December 2022 to order at any point of time within the validity.	Validity to a maximum of 7 days as per market volatility	Provisions of the Bid Document will prevail.
3	Clause 8.b.	Basis of Bidding and Options: Discount on index : Bidder may quote a firm discount on the prevailing index. The discount will remain firm throughout the contract period.	Discount can be firm basis confirm delivery schedule and no changes to it acceptable	Provisions of the Bid Document will prevail.
4	Clause 8.c.	Basis of Bidding and Options: Firm Ocean Freight : Ocean freight will be firm through out contract period in USD/Mt and variation on account of exchange rate will be provided	Ocean firm should be variable accounting for market movement. In recent tenders of SEBs/NTPC the same has been linked to VLSFO movement.	Provisions of the Bid Document will prevail.
5	Clause 8.5	Basis of Bidding and Options: In case of any deferment of dispatch schedule, no storage / cargo holding charges would be payable by NPL	If buyer defer the dispatch schedule beyond 15 days, plot rent will be applicable for the period. Moreover quality parameters may vary during such deferment.	Provisions of the Bid Document will prevail.
6	Clause 8.12	Basis of Bidding and Options: Price variation purpose during payment, average of the applicable indices of the immediately preceding 4 weeks of dispatch of 1st rake of the Lot and average of SBI TT selling rate (on SBI letter head) of the day of publication of these indices will be considered	There should be firm schedule for delivery and average of preceding 8 weeks of dispatch of 1st Rake of the lot	Provisions of the Bid Document will prevail.
7	Clause 13.2	Schedule of Supply: Commencing despatch of 1st Rake from loading siding: Within 5 days (or earlier as per mutual agreement) from clearance through email/LOA/PO date.	Request to keep minimum 45 days considering various activities including nomination of vessel, loading of vessel, voyage period unloading and other related operations.	Provisions of the Bid Document will prevail.

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8	Clause 13.2	Schedule of Supply: Re-starting the supplies: In case NPL advises to stop supplies for a period more than 15 days, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes.	Once indent placed, those rakes supplies should not be stopped. After vessel arrival due to space constraint and other issue cargo has to be evacuated within 45 days, otherwise all damages uncluding but not limited to quantity, quality, demmurage, detention, indent cancellation charges etc. will be to buyers account	Provisions of the Bid Document will prevail.
9	Clause 13. Note 1	This Schedule for supply of Coal will be subject to and adjusted to technical requirements of power generation from NPL and approval of its off-take, including governing rules and policies as applicable from time to time, including that of Punjab State Power Corporation Limited (PSPCL) and/or Punjab State Electricity Regulatory Commission (PSERC) /Statutory Authorities.	The cargoes for which delivery schedule has been given and cargo has been planned, full payment will be paid by NPL	Provisions of the Bid Document will prevail.
10	Clause 13. Note 2	It may be noted that as per the directions of the authorities, NPL cannot make any take or pay commitment.	The cargoes for which delivery schedule has been given and cargo has been planned, full payment will be paid by NPL	Provisions of the Bid Document will prevail.
11	Clause 13. Note 5	Tolerance on supplied quantity on NPL total received weight basis: Quantity specified in the PO less 4000 MT (1 rake quantity) so as to ensure that dispatches will be in full rake quantities.	Tolerance should be in accordance with vessel size i.e. +/- 10% of vessel quantity	Provisions of the Bid Document will prevail.
12	Clause 14.1	In case of evidence of slagging/fouling, further supplies of that coal may be suspended.	Slagging can be because of various operational reasons at plant, not acceptable.	Provisions of the Bid Document will prevail.

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20	Clause 14.1	Coal Options: Total Seven coal options 5700 GAR - South African Origin 5000 GAR - South African Origin 6300 GAR - South African Origin 5000 GAR - Indonesian Origin 5800 GAR - Indonesian Origin 6300 GAR - Australian Origin 5800 GAR - Australian Origin	Inclusion of Australian Bravus (4800 GAR) coal. Applicable index may be discussed.	Provisions of the Bid Document will prevail.
21	Clause 14.1	In case of evidence of slagging/fouling, further supplies of that coal may be suspended.	There may be multiple reasons for slagging/fouling and supplier will not have any control over issues within plant during routine operations	Provisions of the Bid Document will prevail.
13	Clause 14.6	Scope of Work and Technical Specifications: The Contractor shall be responsible for watch and ward (including, keeping a check to avoid coal from catching fire) of the Coal stock at such plots at port. They shall be responsible for preventing theft of cargo, quality deterioration for any reason including due to mixing of cargo with inferior Coal, extraneous material, etc. All costs and penalties arising out of such happenings shall be borne by and to the account of Contractor.	Upto 45 days from vessel arrival the bidder will be responsible, thereafter all damages to be claimed from NPL	Provisions of the Bid Document will prevail.
14	Clause 15.1	PENALTIES AND VARIOUS ADJUSTMENTS Weightage average on selective basis of above base GCV and below base GCV	All rakes to be consider for weighted average in a lot, as coal is not homogenous, bidder also pays for entire vessel basis weighted average basis GAR/NAR	Provisions of the Bid Document will prevail.
15	Clause 15	PENALTIES AND VARIOUS ADJUSTMENTS Heavy penalties in all parameters	Penalties only on GCV, Sul, Ash as per internationally accepted norms	Provisions of the Bid Document will prevail.

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16	Clause 15.5	Liquidated Damages (LD) for Delayed Dispatch of rakes in any week the total number of rakes to be dispatched is not dispatched till the last day of that week as per schedule, then the rakes which are delayed beyond the last day of the specified week schedule will attract LD which will be levied at 0.25% of value of the nominal value of the coal in that rake (i.e. 4000 MT per rake multiplied by quoted base GCV landed price for the firm price period in which the rake was scheduled to be despatched) for each day's delay beyond the last day of the week on which that rake was scheduled to be dispatched to the plant subject to a ceiling of 2.5% of the nominal rake value.	Only railway restriction is considered. Restriction in the country of loading of vessel such as Indonesia, should be covered here as well as in Force Majeure	Provisions of the Bid Document will prevail.
17	Clause 15.5.b	Liquidated damages applicability will be relaxed suitably in case NPL desires amendments/ changes to schedules. In case NPL advises to stop supplies for a period more than 15 day, then NPL would confirm in writing for restart of the balance supplies allowing 14 days lead time from the day of written communication of re-start. Liquidated damages applicability will be suitably relaxed for balance rakes. NPL will not bear / reimburse any storage / cargo handling cost due to what so ever may be the reason. Bidder to furnish evidence of indents placed at loading Railway siding for NPL's reference.	14 days lead time is very less for restarting supplies. Additionally there will be losses to bidder for sudden change in delivery schedule.	Provisions of the Bid Document will prevail.

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18	Clause 15.15	If any rake is covered with tarpaulin or any other covering, same should be removed by the bidder well before the rake enters NPL premises. Any demurrage on account of failure to do so will be recovered from the bidder/Contractor as aforesaid. The bidder shall also make arrangements at its own cost for collection & removal of tarpaulin & ropes etc. from NPL plant. The tarpaulin & ropes etc. will be collected & removed by the bidder on weekly basis or as per the requirement of NPL. The quantity of the removed tarpaulin will be measured at NPL plant and same shall be deducted from the supplied coal quantity at lumpsum on monthly basis.	The removal of rake to be done once its inside the premises and to be done manually by agency appointed by the bidder.	Provisions of the Bid Document will prevail.
19	Clause 16	Billing and Payments The Bidder will submit the bills/invoice Lot wise completion of a Lot in triplicate based on RR weight. However, payment to the bidder will be released on actual coal quantity delivered to NPL subjected to adjustments as applicable. Based on the plant received quantity, credit note/debit note shall be raised.	Workable LC for 30 days usance to be established covering 90% payment basis RR docs and balance 10% after adjustments	Provisions of the Bid Document will prevail.
22	General tender terms		Other terms may be having direct/ indirect linkage with our above suggestions. Related terms / other terms which may emerge during discussions / post submission of this query.	Provisions of the Bid Document will prevail.
23	Annexure-IV	Price Bid Format	In case of multiple bids/ quality options, can all L1, L2 and L3 bids from one supplier. Can supplier switch or break between different options at the same landed INR/Mcal? Can supplier choose to match any different quality option with same landed INR/Mcal to L1	Provisions of the Bid Document will prevail.