

Addendum-4 to the terms and conditions of the following tender

Tender Document: **NPL/Road Mode/2017-18/023-R1 Dated 25-09-2017**

1. Notes to Clause 2, Vol. I (Page-8) to be read as under:

1. Bidding through Consortium is not permitted.
2. In case of lack of competition, Qualification thresholds may be lowered up to 50% to ensure wider participation (preferably minimum three parties).
3. In case the annual accounts for the financial year immediately preceding the last date of submission of Bid are not audited, the Bidder should give a declaration to this effect duly certified by its Statutory Auditors or a certificate to this effect from its Statutory Auditors.
4. NPL reserves the right to reject Bids of Bidders/disqualify Bidders who have record of poor quality/delivery for past supplies.
5. Coal transported and loaded into rakes as a part of washing contract would be eligible for consideration against required experience for technical qualification as above.
6. Preference will be given to the parties who have handled & transported coal for large power houses.

2. Evaluation for Qualification, Clause 4.8, Vol. I (Page-11) to be read as under:

Following documents will be evaluated for determining qualification:

- a. Certificate from Statutory Auditors for technical requirement and financial qualification requirements.
- b. Declaration/ Certificate regarding non-audit of accounts of preceding year.
- c. Documents forming part of responsiveness check.
- d. Compilation of orders executed backed up by self-certified copies of orders from reputed customers.
- e. Feedback/background check will also be considered and will be a significant aspect.

Tender committee will evaluate the above points before opening of the price bid of prospective bidder.

3. Negotiation and award of contract, Clause no-5, Vol. I (Page-11) to be read as under:

NPL reserves the right for negotiations as per prudent business practices and/ or in consultation with PSPCL and as per directions of PSERC (if any).

4. Quantity to be offered and distribution amongst successful bidder, Clause 1.2, Vol. II (Page-14) to be read as under:

- a. Minimum quantity to be offered for the scope of work is 4 Lakh MT for the period of October'17 to March'18 allocation.

Note: Bids offering quantity lower than the minimum may be rejected.

NPL will assess the L1 bidder based on mine wise/siding wise/colliery wise rate as appropriate. NPL may place multiple orders. NPL will prefer to have more than one Contractor at a time for a particulate mine at L1 price or at negotiated price or respective price quoted by the bidder subject to the same being justifiable. NPL will have to option to split the contract. For the parties who have not worked with NPL in recent past (1 year),

NPL may proceed with trial order, with CPS augmented to cover thrice the value of coal proposed to be allotted.

- b. While the bidders are bound to accept order up to the offered quantity, NPL at all the time can release PO(s) for quantity lower than minimum offered quantity.

5. Penalty on account of under loading and over loading, Clause 5.2.3, Vol. II (Page-19):

The penalty for Idle freight/ underloading will be read as under

Idle freight on account of under loading above **300 MT/Rake** (on weighted average basis) shall be shared at the ratio 30:70 between NPL and contractor respectively, i.e. till 300 MT under-loading /rake (on weighted average basis) no penalty will be applicable on contractor.

6. Penalty/LD on account of less/delayed Dispatch of Coal against the Coal quantity lifted from collieries as per DO, Clause 5.2.6, Vol. II (Page-20) to be read as under:

If the firm fails to despatch quantity of coal lifted within 07 days from the date of lifting from collieries, then the penalty @ 15% of the notified base price shall be applicable for shortfall quantity. However, this penalty will be waived if the bidder demonstrates the placement of indents well within time.

This clause is not applicable in case where dispatches are regulated by NPL. No Penalty for delayed dispatch shall be applicable for retaining part rake quantity. For part rake quantity, NPL will confirm the next course of action.

7. Penalty on ROM Shortfall Quantity at the end of the contract period, Clause 5.2.7, Vol. II (Page-20) to be read as under:

Penalty for this shortfall quantity shall be applied at the rate of 2 x (Notified Base Price of coal including applicable taxes/charges, royalties, cess on ROM Coal x Shortfall Quantity).

For any part rake quantity that is left with the contractor at the end of the contract, NPL will advise the further course of action.

8. Clause 2.17 & 2.18, Vol. III (Page-27) to be read as under:

Contractor has to depute manpower at lifting point at mine, sampling and preparation point and loading point (4 person each). In addition, contractor has to deploy vehicle on 24 X 7 basis.