

Sr. No	Clause No.	Provision	Prospective Bidder's Query/Comment/Suggestion	NPL Clarification/ Revision to Bid Document
1	10 of Vol.I	Minimum Quantity	Bidder requested to reduce the minimum offered quantity to 5 Lakh MT	Minimum offered quantity revised to 5 Lakh MT
2	Note. 1 of Clause 2 of Vol.I	Qualification Requirement	Bidder requested to allow consortium.	Bid document will prevail.
3	Clause 2 of Vol.I	Qualification Requirement	Bidder requested to consider the experience of supply of Coking coal along with the Non-Coking coal.	Please see the revised document.
4	Note. 7 of Clause 2 of Vol.I	Prequalified bidder	Bidder requested for clarification regarding the documents to be submitted for prequalified bidders.	Please see the revised document.
5	Clause 4.9 f Vol.I	Basis of Bidding and options	Bidder requested clarification whether they can quote for both options and supply based on the availability.	Bidders may quote for either one or both the options according to their suitability. However, NPL will order coal according to requirement.
6	Clause 10 of Vol.I	Minimum Quantity to be offered	Clause 4.9 on page 10 states that Minimum quantity to be offered for option A1 is 3.5 Lakh MT while clause 10 on page 17 states that minimum contract quantity is 6 Lakh MT. Please clarify	Minimum offered quantity is 5 Lakh MT. Please see the revised document.
7	Clause 4.9.1 of Vol.I	Total Customs Duty	As per custom tariff notification no. 11/2018 dated 02.02.18 Cess on customs duty @3% has been replaced with Social Welfare Surcharge of 10%. Kindly amend the bid document accordingly.	Please see the revised document.
8	Clause 4.9.5 of Vol.I	Punjab Advance Tax	Bidders requested confirmation for the relevant documentation to be compiled by the bidder for getting exemption from Punjab Advance Tax for NPL.	Please see the revised document.
9	Clause 4.9.7 of Vol.I	Income Tax Deduction	Kindly note that there is no provision of TDS deduction against invoices for supplies as per section of 194A, 194C & 194J of Income Tax Act 1961. So, there won't be any deduction of TDS in case it is a "FOR" Supply and for "Supply" work order in case of 2 separate orders of Supply and Handling.	Bid document will prevail.
10	Clause 4.9.12 of Vol.I	Country of Origin of Coal	Bidder requested to confirm that they can supply coal from any origin other than India subject to matching the technical specifications required by NPL. It needn't to be necessarily from South African Origin, though the price will be index linked to south African origin.	Please see the revised document.
11	Clause 4.9.12 of Vol.I	Price Methodology	Bidder requested to Confirm whether the FOB Price Variation and Indexation shall be valid for the whole vessel and will not be computed rake wise or lot wise.	The variation will be applicable for all rakes quantity supplied from that vessel.
12	Clause 8 of Vol.I	Price Validity	Bidder requested to reduce the Price bid validity to 45 days.	Bid document will prevail.
13	Clause 9 of Vol.I	Schedule of Supply and Quantity	Bidder requested to increase the clearance time for supply from 14 days to 40-45 days.	Bid document will prevail.
14	Clause 9 of Vol.I	Dispatch and Delivery of Rakes	As Bidder has limited control on dispatch of rakes subject to availability of rakes. However, there is no control on in- transit rake and early or delayed delivery of rakes. So requested to keep all penalties basis on dispatch records and not on delivery records.	Bid document will prevail.
15	Clause 9 of Vol.I	Quantity	Bidder requested to give a shipping tolerance of +/- 10% on the total quantity rather than the rake tolerance of -1 as coal would be imported in vessels for NPL and therefore it is more prudent to give tolerance on shipping.	Bid document will prevail.
16	Clause 1.1 of Vol.II	Coal Specifications	Bidder requested to amend the Sulphur content in the range from <=0.5% to <=1%.	Bid document will prevail.

Clarification to the tender document- NPL/Alt Coal/2018-19/026

17	Note under Clause 1.5 of Vol.II	Splitting of Contract	Bidder commented that the GST Credit that can be availed will be different in "FOR" single order and different if the order will be split as Supply on HSS Basis and Inland Handling. In case of single order the coal supplies along with handling services will be Invoiced at a Single Value +5% GST Compensation CEss and Inland Handling will be invoiced at 18 % GST. We request you to please consider the same while evaluating the price bid for taking GST credit.	Evaluation would be based on the landed price (Rs/Mcal) FOR delivered to NPL.
18	Clause 4.5 of Vol.II	Approved Laboratories	Bidder requested to allow appointment as per mutually agreed or add more NABL accredited agencies to choose from.	Please see the revised document.
19	Clause 4.7 of Vol.II	Penalty on VM	Bidder requested to remove the penalty on higher VM	Please see the revised document.
20	Clause 5 of Vol.II	Payments	Bidder requested to open LC for payment purpose or provision of paying Interest @ 12% p.a. in case of delay of payment by NPL beyond 30 days. Also, as Indexation and FOB Price Variation is Vessel wise, we would also like the Billing as vessel wise instead of 40,000 MT lot wise for easy reconciliation.	Bid document will prevail.
21	Clause 5 of Vol.II	Reference Exchange Rate	Bidder requested clarification for the applicable date of SBI TT Selling rate.	SBI TT selling rate of preceding Friday of bid submission will be applicable for evaluation purpose and during supply the rate of preceding Friday of bill of lading will be applicable. For further details kindly refer Bid document.
22	Clause 5 of Vol.II	Bill discounting	Bidder requested clarification on the issue.	At its own option, NPL may consider the request for bill discounting against the credit limits of the Bidder with his Bank with the processing date as decided by NPL. It is also to be noted that bank interest for payment before due date and charges/cost associated with Bill discounting will be to the account of bidder/supplier.
23	Clause 5 of Vol.II	Report for ultimate and Ash constituent analysis	Bidder requested to amend Ultimate and Ash Constituent of each vessel for better manageability as the price indexation is also vessel wise.	Bid document will prevail.