

Sub: CIL's response against issues raised by prospective bidders against Global e-Tender no. 377 dated 26.07.2021 for 52 nos. 190T Rear Dumpers.

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
1	Clause- 4, "Details of Tender" of IFB, sec-I				Request to extend the offer submission date up to 30.09.2020		Online submission of offer last date has been extended. Date Corrigendum issued may be referred on the e-procurement portal
2	<p>Clause- 5.1(v), "Eligible Bidders" of ITB, sec-II</p> <p>Indian Manufacturing entity of foreign manufacturer: Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment; and the Indian Manufacturing entity has sufficient facility for manufacturing, supply and After Sales Service Support in India for equipment of same or similar capacity as the tendered equipment. In such case, the bidder shall be required to submit notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/MOU with foreign (principal) manufacturer for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer as per Annexure-4a, Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the</p>		<p>Please clarify :</p> <p>i. In case Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer: In such cases the Authorized Indian Agent has to submit both Form 4 & 4a.</p> <p>ii. The Existing Indigenous Facility at CIPL is manufacturing 100T Trucks. In past 120T /150T Dumpers has been manufactured and supplied however this plant is capable of manufacturing High Capacity dumpers. Please clarify if we can use the same against subjected tender.</p>				<p>i. Manufacturer's Authorisation (Annexure-4) is to be issued by Indian Manufacturing entity in favor of Indian Agent/ Indian office/ Indian Subsidiary.</p> <p>Manufacturer's Authorisation (Annexure-4a) is to be issued by foreign (principal) manufacturer in favor of Indian Manufacturing entity.</p> <p>ii. This clause has already provision for Indian Manufacturing entity having</p>

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	<p>CIL Tender, indicating the Tender Reference No. and date. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time</p>						<p>sufficient facility for manufacturing, supply and After Sales Service Support in India. The Indian manufacturing facility should be suitable for manufacturing equipment of same or similar capacity / class, as the tendered equipment.</p> <p>The above clarification regarding class is being amended by way of corrigendum</p>
3	<p>Clause- 5.3, “Eligible Bidders” of ITB, sec-II</p> <p>The bidder / manufacturer shall have After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL’s personnel, etc. Details will also include information about the ownership of the facilities i.e. whether they are owned by the manufacturer or its authorized Indian Agent.</p> <p>.....</p>					<p>Previously inspected Service Centre and Warehouse for mining truck services to be considered as available facilities against this tender. OEM Authorized and MOU signed service centers of brought out assemblies like Engine , Alternator, wheel motor to be considered as available facilities.</p>	<p>The requirement related to After Sales Service Support is tender specific. Bidder should comply the requirement as per the tender.</p>

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	<p>In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support facilities in India and against submission of normal PBG for 10% of the contract value.</p> <p>Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent may also be acceptable on meeting minimum criteria as stipulated above and vice versa.</p>						
4	<p>Clause-7.1, “Provenness Criteria” of ITB, sec-II</p> <p>The equipment offered by the tenderer shall be considered proven provided the 05 nos. of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning). The performance of only those equipment would be considered for assessing provenness which have been</p>				<p>Additional clause as below is requested to consider.</p> <p>To consider equipment as proven provided this type and model of the equipment offered must have supplied in the past at least one number under Trial-cum-sale to the mining/or other private industries and performance achieved during first two years is more</p>		<p>No change in NIT.</p> <p>The request of the firm is not in compliance with the minimum NIT requirement.</p>

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	commissioned 3 years prior to the date of opening of tender but not prior to [10 years] from the date of opening of tender (window period)				than the availability guaranteed for the first year, a relaxation may be considered with the approval of the competent authority for declaring such high capacity equipment as proven.		
5	<p>Clause-7.2, “Provenness Criteria” of ITB, sec-II</p> <p>In case the quoted model or similar equipment, as defined below, has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 10 nos. of offered or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning). The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the quoted model or similar equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for</p>					Equipment offered under 'Quoted Model' with lower emission norms and with 37 X 57 tyres and meeting other criteria of NIT to be considered as proven. Earlier purchase where with 37 x 57. As you are asking for a special tyre size and upgraded emission norms. Last purchase was with 37 x 57 tyres. Please add 37 x 57 also because in majority 190 class trucks are supplied with 37 x 57 tyres. Keeping only 40 x 57 will become very specific.	The past supplied dumper with identical major components and drive system, as the offered dumper, shall be considered as 'quoted Model', However, components / features related to safety and other statutory requirement may be excluded. Tyre size and type should be same.

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	provenness as mentioned above at sub clause-7.1						
6	<p>Clause-7.5, “Provenness Criteria” of ITB, sec-II</p> <p>Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer:</p> <p>In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of same or similar equipment, as defined below, as supplied by their foreign (principal) manufacturer worldwide in the past and the quoted model of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed the required years of performance for provenness as mentioned above, the quoted model will be considered proven if the minimum worldwide population is of 10 nos. of offered model or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender and all of them have performed satisfactorily (the definition of “satisfactory performance” is given below in Note-i) for a minimum period of three years from the date of commissioning). However, for worldwide equipment population, the bidder’s and principal manufacturer’s experience of supplying the quoted or similar equipment worldwide shall be considered only if the Indian manufacturing entity submits notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the</p>		<p>Please clarify :</p> <p>i. In case Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer: In such cases the Authorized Indian Agent has to submit both Form 4& 4a.</p> <p>ii. The Existing Indigenous Facility at CIPL is manufacturing 100T Trucks. In past 120T /150T Dumpers has been manufactured and supplied however this plant is capable of manufacturing High Capacity dumpers. Please clarify if we can use the same against subjected tender.</p>				<p>i. Manufacturer’s Authorisation (Annexure-4) is to be issued by Indian Manufacturing entity in favor of Indian Agent/ Indian office/ Indian Subsidiary.</p> <p>Manufacturer’s Authorisation (Annexure-4a) is to be issued by foreign (principal) manufacturer in favor of Indian Manufacturing entity.</p> <p>ii. This clause has already provision for Indian Manufacturing entity having sufficient facility for manufacturing, supply and After Sales Service Support in India. The Indian manufacturing facility should be suitable for</p>

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	equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.						<p>manufacturing equipment of same or similar capacity / class, as the tendered equipment.</p> <p>The above clarification regarding class is being amended by way of corrigendum</p>
7	<p>Clause-7.7.1, “Acceptance Criteria for Similar Equipment” of ITB, sec-II</p> <p>If the bidder claims provenness of the quoted model based on similar equipment as per sub-clause 7.6 above, then the similar equipment should have performed satisfactorily for a minimum period of three (03) years from the date of commissioning along with satisfactory performance of quoted model for a minimum period of one (01) year from the date of commissioning within the window period as indicated above. The performance of all the machines in the particular order which have completed one year shall have to be provided i.e. if the supply order contains more than one (01) quantity of quoted model, bidder has to submit the performance report of all the quantities of the quoted model which have completed one year of operation, for technical evaluation purpose</p>					<p>The performance of all the machines in the particular order which have completed one year shall have to be provided, this is a general condition then why it is not applicable for all why only Similar model why not for others.</p>	<p>It is applicable for all provenness clauses. Point (i) under "Note" of Provenness Criteria clause - 7 may be referred.</p>
8	Clause-14.2(iii)(e), “Techno-commercial Bid” of ITB, sec-II						

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	<p>In case, bidder is quoting for equipment in foreign currency and sourcing some of the items indigenously in INR for fitment in each equipment during commissioning, complete list of such items (without prices) is required to be uploaded as per [Annexure-6].</p>	<p>THCM request CIL to clarify that whether dump body and 6 tires (for machine) can be treated as items sourced indigenously to be offered in INR.</p>					<p>The bidder can source some of the items indigenously in INR for fitment in each equipment during commissioning,</p> <p>However, foreign manufacturers can source the mentioned items indigenously for which source, make, model and performance characteristic to be clearly mentioned in their bid and the bidder should certify in their offer that the indigenously sourced item, if any, shall not change the basic dimensions, weight and characteristics of the equipment as quoted / OEM data sheet. However, equipment performance characteristics related major components to be assembled, tested and passed as per</p>

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							quality assurance plan of the bidder's manufacturing plant to ensure proper integration of the components.
9	<p>Clause-17 (ix), "Documents Establishing Bidder's Eligibility and Qualifications" of ITB, sec-II</p> <p>In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted model or similar equipment have</p>	Request CIL to delete the proof of payment mentioned under (ix) which is to be submitted as per clause (xii).					No change in NIT
10	<p>Clause- 22.1(a)(b)(C), "Bid prices" of ITB, sec-II</p> <p>a) The bidders are required to quote their lowest prices for Equipment, Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 8 years under Spares Cost Cap for each year of operation for each project, as mentioned in Schedule of Requirement Section-V.</p> <p>b) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement-Section-V, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.</p> <p>c) The bidder has to quote for full quantity of</p>	<p>Since bidder need to quote price for spares and consumables from 2nd year to 8th year Project wise, we request CIL to clarify how the reconciliation of CAP value will happen during the contract period?</p> <p>As we have to quote full quantity in projects and to be ensured that total quantity should cross 50% of total tender quantity.</p>	In case of capacity constraints - 50% Quote - our understanding is that Per Month Qty req. will be Half i.e. 4 machines per month considering capacity constraints				<p>1.The bidder have to quote full quantity for each project and cost cap value is also to be quoted for all equipment of the project as a fleet. The reconciliation of CAP value will be done accordingly.</p> <p>2.Per month delivery schedule shall remain same as the supplies are</p>

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	a particular project. Quotation of partial quantity of a project will not be allowed.	If any case all bidders quoted for same projects and total qty become 50% of tender qty, then how CIL will allocate the balance projects and which is not defined in the NIT.					to be done project wise.
11	<p>Clause-29, "Evaluation and Comparison of the Bids" of ITB, sec-II</p> <p>Note 2 - Statutory Variation: If there is any statutory change in GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. Upward revision in GST beyond original delivery period may be admissible provided the concerned subsidiary (ies) gets 100% input tax credit for GST; otherwise increase in GST are not to be paid to the Supplier unless the delay is due to any lapse on the part of the purchaser. However, decrease in GST shall be availed by the concerned subsidiary(ies).</p>		Please confirm, (GST Variation - same being statutory) - mechanism of payment of variation in statutory levy across contract duration.				No change in NIT
12	<p>Clause-29, "Evaluation and Comparison of the Bids" of ITB, sec-II</p> <p>Note 3 - As per Notification no. 25/2019 - Customs dated 06.07.2019 and its subsequent amendment Notification no. 01/2020 - Customs dated 02.02.2020 of Customs Authorities, different rates of Customs Duty are applicable are applicable based on the condition of import under Normal Customs Duty as follows:-</p> <p>Motor vehicles (excluding electrically operated vehicles), if imported,-</p>	THCM request CIL to kindly confirm the provision under which CIL would expect bidder to quote. As understood from the definition of CKD (Complete Knock Down) as mentioned in the notifications is not clear, it is understood that a CKD import is applicable for manufacturers of such motor vehicles which uses such assemblies, however the					<p>Bidders may refer *NB under Note 3 of clause 29, ITB of the NIT i.e. page-42 which is reproduced below and submit offer accordingly:-</p> <p>This is as per the current notification of Customs Authorities but it shall be responsibility of the bidder, at the time</p>

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	<p>(1) As a Completely knocked Down (CKD) kit containing all the necessary components, parts or sub-assemblies, for assembling a complete vehicle with,-</p> <p>(a) engine, gearbox and transmission mechanism not in a pre-assembled condition;</p> <p>(b) engine or gearbox or transmission mechanism in pre-assembled form but not mounted on a chassis or a body assembly.</p> <p>(2) Other than (1) above.</p>	<p>equipment (HEMM) are imported as SKD (Semi Knock Down) condition. This will give the bidder a clarity on the structure to offer.</p>					<p>of bidding, to indicate the correct/exact rate of Customs Duty applicable to their goods taking into account all the latest relevant Customs Acts/rules /regulations/ guidelines along with explanation notes to the notifications etc. as on date of submission of their offer. If it becomes necessary for CIL to pay higher rate of Customs Tariff due to wrong quoting of customs rate by the bidder, the same shall be deducted from supplier's bill. However, if the higher rate is due to any statutory change, the same shall be borne by CIL.</p>
13	<p>Clause- 38.2, "Purchase Preference under 'Make in India' Policy" of ITB, sec-II</p> <p>a. 'Class-I Local Supplier' means a supplier, whose goods and/or services offered for procurement, has local content equal to or more than 50%.</p>		<p>Please confirm the methodology of calculation of Local Content - whether the certificate is applicable for equipment Only.</p>				<p>Methodology of calculation of Local Content shall be as per status as on date of submission of bid and as per Make in India policy of</p>

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	<p>b. 'Class-II Local Supplier' means a supplier, whose goods and / or services, offered for procurement, has 20% or more local content but less than 50%.</p> <p>c. Non - Local Supplier' means</p> <p>d. 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can't claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.</p> <p>In view of above, "Local content" will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.</p>		<p>Further Please clarify that in case if someone has the intent to increase the local content during contract duration whether they can submit the declaration and Quote.</p> <p>Eg. - I don't have the details as of now but sure of making it to 20% or 50% at the time of Invoicing</p>				<p>Government of India for complete scope of supply of particular project.</p>
14	<p>Clause- 13.2, "Warranty" of GCC, sec-III</p> <p>This warranty shall remain valid for twelve (12) months from the date of Commissioning</p>						<p>The spare parts and consumables shall be under warranty as per NIT</p>

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	of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of materials at consignee's end or twelve (12) months from the date of its use / fitment / commissioning, whichever is earlier	Request CIL to clarify the definition of "other goods". As consumables like filters are non-warrantable					provisions. However, for consumables like filters whose life is less than 12 months shall be warrantable as per OEM recommended service life. Above clarification shall also be added in Clause-7, "Warranty" of Sec IV, SCC of the NIT as corrigendum.
15	<p>Clause- 7.7, "Performance Bank Guarantee" of GCC, sec-III</p> <p>The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM</p>		Period of release of BG to be specified as 7 Days- once all documents submitted and no due certificate/Availability/ Performance Certificate is provided.				<p>PBG release will be governed by Clause 2 of SCC.</p> <p>No change in NIT.</p>
16	<p>Clause- 1.1 & 1.3, "Security Deposit" of SCC, sec-IV</p> <p>1.1The successful tenderers will have to submit Security Deposit for the 3% (three percent) value of the total landed value of the contract including all taxes, duties and other costs and charges without</p>		Please confirm the SD % in case of Contract.				Security Deposit will have to be submitted as per clause 1, "Security Deposit" of Sec IV, SCC of the NIT

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	<p>considering Input Tax Credit.</p> <p>1.3 In case of CIP contract in foreign currency, the total landed value of the contract will be arrived at after adding Customs Duty, estimated GST and any other tax and duty, where ever applicable and any other cost and charge, if applicable, to CIP price of the ordered equipment, Consumable Spares & Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 8 years under Spares Cost Cap.</p>		<p>Please remove GST (Taxes and duties) while submission of SD /PBG as same is available as SET OFF.</p> <p>Please allow to submit the BG's for contract value in INR</p>				No Change in NIT
17	<p>Clause- 1.4, “Security Deposit” of SCC, sec-IV</p> <p>The Security Deposit is to be submitted in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as [Annexure-10], Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser’s country (on a non-judicial stamp paper) within 30 days from date of Notification of Award. In case the SDBG is not submitted within 30 days from the date of NoA, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of NoA to the date of receipt of full SD shall be levied and paid by the successful tenderer along with the SDBG. However, subject to force majeure conditions, delay in submission of SDBG beyond 90 days from the date of NoA may attract annulment of the award and invocation of Bid Security Declaration in lieu of EMD</p>	<p>THCM requests CIL to delete the penalty for delay in submission as International banks take time to confirm the acceptance of the format provided</p>					No Change in NIT

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18	<p>Clause- 1.7, “Security Deposit” of SCC, sec-IV</p> <p>The SDBG shall remain valid upto 3 months after the supply and commissioning of all the equipment. The SDBG will be released within 30 days after successful commissioning of all the equipment covered in the contract and on receipt of confirmation of Performance Bank Guarantee (s) for all the equipment covered in the contract, as detailed in clause-2 below. The Bank Guarantee for Security Deposit shall be extended till the Performance Bank Guarantee (s) are submitted by the firm, failing which Security Deposit will be forfeited</p>			Request to provide a format for SDBG Release Declaration to be issued by the User Department , in line with the Commissioning Certificate format given in the tender. It has been observed that Purchase Department is returning user department/ subsidiary Bank Guarantee Release recommendation since it is not in line with the Contract clause.			No Change in NIT
19	<p>Clause- 2.5, “Performance Bank Guarantee” of SCC, sec-IV</p> <p>The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract.</p>		<p>Considering the long contract duration, provision may be provided to submit BGs for 5 years which can be extended. We are facing the challenge, that The Bankers are refusing / facing challenges to issue bank guaranteed for longer period.</p> <p>Please allow to submit the BG's for contract value in INR</p>				No Change in NIT
20	<p>Clause- 2.8, “Performance Bank Guarantee” of SCC, sec-IV</p>			Request to provide a format for PBG			No Change in NIT

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	The release of the Performance Bank Guarantee(s)Contract period			Release Declaration to be issued by the User Department, in line with the Commissioning certificate format given in the tender. It has been observed that Purchase Department is returning user department/ subsidiary Bank Guarantee Release recommendation since it is not in line with the Contract clause.			
21	Clause- 4(a), “Erection, Testing and Commissioning” of SCC, sec-IVThe supplier shall be responsible for the erection and commissioning within 30 days from the receipt of equipment at site.			We request you to kindly revise as "within 45 days".			The erection and commissioning of 30 days from the receipt of equipment at site is sufficient and shall remain unchanged.
22	Clause -8, “Payment” of SCC, Sec-IV		80% payment to be released before start date of commissioning OR against shipping documents / receipted LR copy. Any delay in final bill payment will be as per LD or availability clauses.				No change in NIT
23	Clause- 8.2.5, “Submission of Documents for Payment in Indian Rupees for spares and consumables” of SCC, sec-IV						

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	<p>For payment for consumable spares and consumables in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:</p> <ol style="list-style-type: none"> a. Two copies of the Supplier's invoice, Pre-Receipted and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee. b. Copy of Receipted Challan/ Consignment Note of all the consignments. c. Equipment Manufacturer's / Suppliers Warranty /Guarantee Certificate as per GCC Clause-13 and SCC Clause - 7. d. The following Lowest Price Certificate as per SCC clause - 9.3 : “We certify that prices for the items supplied are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price”. e. The following Price Fall Certificate as per SCC Clause- 9.3 “ “We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract”. f. Any other document(s) required as per contract. 					<p>Please specify the clause for warranty period spares and consumables</p>	<p>The spare parts and consumables shall be under warranty as per NIT provisions. However, for consumables like filters whose life is less than 12 months shall be warrantable as per OEM recommended service life.</p> <p>Above clarification shall also be added in Clause-7, “Warranty” of Sec IV, SCC of the NIT as corrigendum.</p>

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24	<p>Clause- 14, “Change in order” of SCC, sec-IV</p> <p>The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:</p> <p>a) the place of delivery; and/or b) the place of Services to be provided by the Supplier.</p>			<p>These changes cost the supplier in terms of at least Erection & Commissioning expenses and freight charges. Kindly remove this clause or incorporate provisions to reimburse the additional expenses at prorata basis.</p>			No change in NIT
25	<p>Schedule of Requirements, sec-V</p> <p>190 Ton Rear Dumper (Payload Range: 190T – 220T)</p> <p>Expected Delivery schedule at Site - At least 08 (eight) machines within 08 (eight) months from the date of Contract. Thereafter at least 08 (eight) machines per month.</p>	<p>THCM request CIL to amend as "At least 06 (six) machines within 10 (Ten) months from the date of Contract. Thereafter at least 04 (four) machines per month.</p> <p>As it may be aware that tyre is bought for us and as of now there is no clarity from tyre manufacturer's on the deliveries hence it may change further.</p>	<p>All 52 Units to be supplied in 24 Months from Contract</p> <p>In case Indigenous Manufacturing is being offered, it will require additional timelines to start the deliveries, accordingly please arrange to incorporate following: 4 machines within 12 Months and subsequently 4 machines per month</p> <p>Note- Delivery should be kept same for Table - 1 & Table - 2 Suppliers - from the date of signing of Contract.</p>	<p>Kindly modify as "At least 08 (eight) machines within 12 (twelve) months from the date of Contract. Thereafter at least 08 (eight) machines per month".</p>	<p>Kindly consider 4 nos. machines within 10-12 months from the date of Contract and thereafter @ 2 machines per month.</p>		<p>The required delivery schedule is as per last contract for same equipment. However, Considering request of the prospective bidders and requirement of the user, the delivery schedule is being amended through corrigendum as under - <u>At least 06 (six) machines</u> within 08 (eight) months from the date of Contract. Thereafter at least 08 (eight) machines per month.</p>

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26	<p>Schedule of Requirements, sec-V</p> <p>The quantities of equipment allocated to the mine projects are as follows: </p>			<p>Kindly clarify whether there is any requirement under PCD</p>			<p>Procurement of all the 52 nos. 190 T Rear Dumpers are under NCD as mentioned in TPS.</p> <p>The same shall be clarified through corrigendum</p>
27	<p>Clause A1, "Equipment Package" of Technical Specifications, Sec-VI</p> <p>.....The scope also includes additional 2 nos. tyres excluding original fitment of 6 nos. tyres.</p>			<p>In the current scenario, it has become difficult to obtain allocation of tyre in such large quantity. 5000 hours warranty is also a hindrance to the manufacturers. In direct CIL procurement of tyres, only 18 months Warranty is applicable. Further, as per globally accepted practices, tyres are procured directly by the purchaser only. Kindly remove the tyres from the scope of supply and other related clauses.</p>			<p>The additional tyre requirement shall remain same as per NIT.</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
28	<p>Clause C.6.2.1(i), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap</p>	<p>THCM request CIL to allow the repair of engine, electric motor, alternator etc. There are certain assemblies which are mandatorily being repaired like Engine, Hydraulic pump, hydraulic cylinder etc. should not be treated as Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies.</p>					<p>The NIT is with provision of spares cost cap, so bidder can include spares and consumables only. Items / assemblies as per parts catalogue of the manufacturer shall be in the scope of supply.</p>
29	<p>Clause C.6.2.1(ii), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>The Spares Cost Cap shall be in Indian Rupees (INR) only and exclusive of estimated GST. Estimated GST shall also be indicated. The Spare Parts Stores/facility to be operated by the Supplier shall be GST registered storage facility or else the supplier will have to get the Stores/facility registered with GST authorities at least before commencement of Spares Cost Cap in the 2nd year of operation of the first equipment commissioned.</p>		<p>Custom duty (BCD) Variations to be provided along with Exchange rate protection as most of the spares are imported in nature</p>				<p>No change in NIT</p>
30	<p>Clause C.6.2.1(iii), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>The supplier shall submit the comprehensive Price List at least 6 months prior to the 2nd year of operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.</p>		<p>Prices offered against contract can be different from Depot agreement price lists as the validity duration may be different and scope under contract and depot agreement differs</p>				<p>No change in NIT</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
31	<p>Clause C.6.2.1(iv) & (v), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>(iv)For subsequent years during the contract period, the supplier may continue with the same approved Price List or submit the next Price List (in hard copy duly signed as well as in soft copy) which may include items with alternate part nos., if any. However, no new item shall be included. If a new Price List is submitted, it should be submitted at least 6 months prior to the applicable year of operation of the first equipment commissioned to CIL along with the statement of increase / decrease in item-wise prices from the previous approved price list with proper justification for increase in prices. CIL shall examine the same especially in relation to the increase with the previous year etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. The time period for circulation of approved Price List shall be approximately within 3 months after receipt of the new Price List. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the previous approved Price List in operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.</p> <p>(v)For items, which are not covered in the approved Price List(s), but need to be supplied, the supplier shall supply the same free of cost during the complete period of contract.</p>	<p>We would like to confirm that during the period of 8 years, there will be modification/upgrade which would lead to the change in the part numbers, additionally, practically there could be instances that certain part may not have been used anywhere and may come for a replacement at this site which may call for amending/adding a new part. Hence, THCM request CIL, include this provision in the purview of this NIT.</p>	<p>Capturing each and every item in the price list is not possible accordingly provision for supplementary parts price list has to be provisioned, however it shall include the items which are critically required to maintain the equipment but not covered in the approved price list.</p> <p>Supplying such spares with the OEM price certificate may also be explored</p>				<p>Any components / spare parts, if modified / upgraded for a particular mode, then it will fall under alternate part number. Any additional item required due to change in safety or any other statutory guideline change shall be considered for addition.</p> <p>The spare cost CAP provision shall remain same as per provision of the NIT.</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
32	<p>Clause C.6.2.1(ix)(b), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>The Regional/Area Stores will enter the receipt of the items in the concerned register and arrange for inspection of the items by the concerned Area Engineer(s) or his authorized representative(s). On acceptance of the material, the Stores Receipt Voucher (SRV) will be raised by the Regional/Area Stores. The materials will then be moved from the Receipt Section to the Issue Section</p>		<p>Round the clock facility to be provided for SRV raising. Else Post facto entry provisions has to be provided for SRV issuance and material entry to minimize downtime.</p> <p>Further please arrange to ensure the parts (SRV) are processed from stores within 7 days for smooth release of payment to supplier.</p>				No change in NIT
33	<p>Clause C.6.2.1(ix)(e), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>The Regional/Area Stores after issuance of SRV, shall send a copy of the SRV and other related documents like invoices, guarantee/warranty certificate etc. to the Area Finance dept. for payment purposes. A copy of the same will also be sent to the concerned Area Excavation Dept. for maintaining the records in respect of Spares Cost Cap value</p>	<p>THCM request CIL to delete the document of guarantee/warranty certificate for spares as it is submitted for equipment.</p>					No change in NIT
34	<p>Clause C.6.2.1(xi), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>In case of total value of spares and consumables for a particular year exceeding the Spares Cost Cap of a particular year, the additional spares and consumables shall have to be supplied on FOC basis. The procedure for accounting and maintenance of records to be followed for FOC supplies will also be the same as above</p>	<p>THCM request CIL to amend, In case the working hours of the equipment cross more than 10% of maximum expected working hours (5000 ± 500) in a particular year, (i.e.5500 +550 = 6050 hours in this case), the cost cap value of immediate succeeding year may be utilized in the immediate preceding year to the extent of 10% value of the succeeding</p>		<p>This clause was amended in the tender No. CIL/C2D/20cu.m Elec. Hyd. Shovel/R-139/21-22/372 dated 03.05.2021 and CIL/C2D/10-12 cum Hyd. Shovel/R-140/21-22/373</p>	<p>Payment for each equipment will be limited to the actual consumption of spares or the contract value for the year whichever is lower. Any excess billing will be carried forward for payment during subsequent years. However total</p>		<p>In the instant tender bidder is required to quote project wise i.e. for fleet of equipment. Hence, amendment in other tenders which are for equipment wise procurement are not applicable in this case.</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
		year for the purpose of overhaul of major assemblies. However, payment of such cost of spares and consumables shall only be paid in the subsequent year.”		dated 24.05.2021. Kindly confirm its application for this tender.	cap value remains same.		No change in NIT
35	<p>Clause C.6.2.1(xiv), “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>Statement of consumption of spares and consumables with quantity and value for each month of the respective year of the Spares Cost Cap, shall be signed by the Mine/Project Excavation Engineer-In-Charge and the concerned representative of the Supplier. It shall be maintained by the Mine/Project and a copy of the same shall be sent to Excavation Engineer-In-Charge of the Area and Subsidiary HQ. The annual report of the consumption shall be maintained by the Excavation Engineer-In-charge of the Subsidiary HQ.</p>	THCM request CIL to delete this clause as the consumption is responsibility of the site were the equipment is deployed and the supplier is nowhere certifying the fitment of the particular issued spares. Hence Supplier has no information and control over consumption hence supplier cannot sign the monthly statement.					No change in NIT
36	<p>Clause C.6.2.4, “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>In the event that operation of the equipment is inhibited or frustrated as a direct result of lack of spare parts and consumables, pursuant to Clause C.6.2.2 hereof, then the period referred to in Clause C.6.2.1 hereof shall be extended by a period of not less than the period during which operation as aforesaid was inhibited or frustrated.</p>		<p>We understand that the downtime for such duration will not be considered in calculation of availability.</p> <p>If not than this clause need to be removed.</p>				Any downtime on Purchaser account shall not be considered for availability calculation.
37	<p>Clause C.6.2.6, “Provision of Spare Parts” of Technical Specifications, Sec-VI</p> <p>..... In case, actual average working hours of the fleet of the project exceeds 47,500 $\{[(5500 \times 5) + (5000 \times 4)] = 47,500\}$ hours</p>			In case, actual working hour exceeds the expected total working hours i.e. 30,000 + 3,000			The clarification requirement is for individual equipment whereas the spare cost cap for this tender is on

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	during the tenure of 9 years (108 months) of contract period, then consumable items (as declared by the bidder in the offer/Spares Cost Cap) will be procured by the purchaser from the Supplier.			Hours of the equipment during the tenure of contract period, then all the spares including consumable items (as may be required to run the equipment for such excess hours) will be procured by the purchaser from the Supplier at additional cost as per supplier's prevailing price list.			the basis of fleet of equipment.
38	Clause C.7, "Guarantee" of Technical Specifications, Sec-VI 1 st to 5 th year - 85 % 6 th to 9 th year - 84%		Requested please incorporate Fleet Availability instead of individual Equipment		Change requested as given below : 1 st to 5 th year -85% 6 th to 9 th year -82%		The availability requirement will remain same as per NIT
39	Clause C.7.2.2, "Guarantee" of Technical Specifications, Sec-VI The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by: 1. Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only spare parts provided by the Supplier in accordance with the requirements specified in part C.6.		Considering performance requirement and high uptime following should be explicitly defined in the Tender Document as same form the basis of execution of contract if entered: CIL to give type of manpower / quantity / trade wise/ designation wise which will be made available every day for maintenance of machine to				The clarification requirement of the firm is conditional and beyond scope of the NIT.

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	<p>2. Providing co-operation to all Suppliers' authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.</p> <p>3. Where appropriate, providing and maintaining such conditions as: Proper Electrical Supply· Terrain Area· Bench Preparation· Reasonable Floor Conditions</p> <p>4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities.....</p>		<p>carry out maintenance as per Suppliers recommendation as parts stocking depends on available and quality of manpower. CIL / supplier to jointly certify the capability of provided manpower to run a contract.</p> <p>Daily check list to be provided by CIL as per operation manual / suggested by supplier which will be document of daily availability.</p> <p>CIL to carry out activities suggested by supplier on daily basis for completion of JOB. Timelines should be as suggested by supplier.</p> <p>All facilities like workshop /infrastructure to be provided as per suppliers recommendation / suggestion which is required for running and maintenance such type of machine as per standard /worldwide practice. If facilities are not made available as per supplier recommendation availability clause has to be suitably relaxed</p>				

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			Security and storage of the materials facility to be provided by CIL/project as it is not feasible to take care of security in Purchaser mine sites.				
40	<p>Clause C.7.3.3, “Compensation for not achieving Guaranteed Availability” of Technical Specifications, Sec-VI</p> <p>In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable for and pay to the Purchaser, as liquidated damages, a sum equal to as indicated hereunder for each equipment against the PBG/ extended SDBG / bills submitted by the bidder as per clause-2 of SCC</p> <p>a. 1% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.</p> <p>b. 10% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction beyond 5% from the guaranteed availability.</p>		2 nd Year onwards, Please limit the penalty to respective rear Cost Cap value, Eqpt landed price should be applicable for only 1st Year.				No change in NIT
41	Clause D.4.1, “Engine” of Technical Specifications, Sec-VI			The clause is amended as “The engine shall be environment	BS-IV Emission Notifications from Govt. of India is applicable only for	Please provide equivalent Euro and US standard against BS IV emission standard.	The engine emission norms of the NIT is as per Indian standard.

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	<p>.....The engine shall be environment friendly with minimum BS IV or equivalent international standard certified. However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply. Certificate for BS IV or equivalent from engine manufacturer is to be enclosed.....</p> <p>.....Compatible Software loaded in electronic tool (Laptop) should be warranted for entire contract period or more.....</p>	<p>The engine offered globally comply to EPA Tier 2. We would request kindly include the option of Tier 2 as well.</p> <p>THCM request CIL to delete the warranty clause for laptop as the third party item which comes with standard warranty</p>	<p>Our Engine is EPA tier -2 Equivalent, There is no predefined norms for HEMM / NIT desired Engine capacity hence BS-IV to be removed.</p>	<p>friendly with minimum BS IV/ EPA Tier II or equivalent international standard certified. However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply. Certificate for BS IV/ EPA Tier II or equivalent from engine manufacturer is to be enclosed.” in tender CIL/C2D/10-12 cum Hyd. Shovel/R-140/21-22/373 dated 24.05.2021 and CIL/C2D/850HP Dozers/R-141/2021-22/ 375 dated 22.07.2021. Kindly extend the same for this tender also.</p> <p>This requirement is arbitrary and open ended which makes the tender specifications</p>	<p>Construction equipment. At present there is no Emission Regulations for mining equipment (HEMM).</p> <p>Therefore engine power ratings matching with Tier 1 / Tier 2 emission norms can be supplied: change in NIT is requested.</p>		<p>However, considering request of the Global manufactures, it is being amended through corrigendum as -</p> <p><i>The engine shall be environment friendly with minimum BS IV / EPA Tire II or equivalent international standard certified. Remaining portion of the clause shall remain unchanged.</i></p> <p>The warranty of software and hardware of the laptop (programmer) shall be in supplier scope except any external physical damage done by the user.</p>

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				undefined at the time of submission of bids. Kindly remove the highlighted portion.			
42	<p>Clause D.4.2, “Drive System” of Technical Specifications, Sec-VI</p> <p>The drive system shall be Mechanical or Electro-mechanical (AC Drive only).</p>					<p>There is huge difference in AC Electrical Drive and Mechanical Drive. The electrical drive got gradually upgraded from DC to AC drive but Mechanical Drive has same design and basic principle of function from ages. Since no major improvement done on mechanical drive the R&D cost and trial cost loading is almost negligible. AC drive manufactures have to invest huge amount in R&D to keep the drive system updated. In electrical drive it is continues process. Due to mismatch Mechanical drive has much lower cost and their supplier may enjoy by quoting lower. But it is not justified to match latest technology equipment with outdated quipment. We would also like to highlight the fact that PRE-NIT was only for AC dumpers, so for</p>	<p>Discussed in length in pre- NIT meeting and the clarification regarding drive system with respect to operational requirement has been given. The drive system is as per operational requirement of CIL mine.</p>

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						better level playing you are requested to either reject Mechanical drive or equivalent DC drive to be added.	
43	<p>Clause D.4.3, "Suspension" of Technical Specifications, Sec-VI</p> <p>Suitable (hydra-air) independent front and rear gas over oil suspension shall be provided to absorb road shocks and prolong chassis & tyre life.</p>					Please elaborate more for independent type	<p>The clause is self-explanatory.</p> <p>No change in NIT.</p>
44	<p>Clause D.4.6, "Brakes" of Technical Specifications, Sec-VI</p> <p>Suitable reliable Service, Secondary (Emergency) and Parking Brakes which comply with IS16479/ISO 3450, shall be provided.</p> <p>Clause D.4.6.2, "Secondary Brakes (Emergency Brakes)" of Technical Specifications, Sec-VI</p> <p>Provision of Automatic Emergency Brake along with manual Emergency Braking system, which shall be operative in the event of failure of Service Brake, shall be provided.</p>					<p>Please specify one ISO norm.</p> <p>Not applicable for Electrical Drive</p>	<p>IS16479/ ISO 3450 already indicated in the clause shall be applicable. No change in NIT</p> <p>No change in NIT</p>
45	<p>Clause D.4.8, "Tyres" of Technical Specifications, Sec-VI</p> <p>Tubeless Radial OTR Tyre of 40.00 R57 size having suitable TKPH shall be provided.</p>	THCM request to remove the tyre size which can be amended a suitable tyre having suitable TKPH.	These equipment are capable of working with different Tyres sizes and accordingly the option of offering suitable size should be with supplier.			Last purchase was with 37 X 57 tyres. Please add 37 X 57 also because in majority 190 class trucks are supplied with 37 X 57 tyres. Keeping only	The clause is being amended through corrigendum as under - <i>Tubeless Radial OTR Tyre of 40.00 R57 or 37.00 R57</i>

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			Being a bought out item, the warranty is governed by Tyre suppliers, hence Warranty on Pro Rata Basis to be incorporated instead of Replacement,			40 X 57 will become very specific.	<i>size having suitable TKPH shall be provided. All other condition remain unchanged.</i>
46	<p>Clause D.4.8, “Tyres” of Technical Specifications, Sec-VI</p> <p>Tyres including additional 2 (two) nos. tyres along with each equipment to be supplied by the supplier and shall be warranted in respect of substandard materials, poor workmanship and faulty design for minimum 5000 hours of operation from date of fitment.</p> <p>In case any tyre is found to be defective after joint inspection by representatives of Purchaser and Equipment Supplier, then Equipment Supplier shall replace the defective tyre with a new tyre of same type and size.</p>			<p>Kindly remove the requirement of additional tyres, as it has become difficult to get allocation for initial fitment of 6 tyres itself.</p> <p>Kindly refer your Supply Order no. CIL/C2D/OTR TYRES/ 2020-21/363/169 dated 26.11.2020. Warranty period of this SO is 4000 hours of 18 months from the date of receipt, whichever is earlier. Equipment manufacturers also have to purchase from the same tyre manufacturers who have agreed to the above warranty. Hence, kindly modify the warranty as above.</p>			It will remain same as per NIT.

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
				<p>1. Kindly include tyre manufacturer also for the joint inspection.</p> <p>2. Kindly refer your Supply Order no. CIL/C2D/OTR TYRES/2020-21/363/169 dated 26.11.2020. As per this SO, replacement of defective tyre shall be procured by subsidiary at the purchase price after providing compensation on pro rata basis by tyre manufacturer. Kindly modify the clause accordingly</p>			
47	<p>Clause D.4.10, “Dump Body” of Technical Specifications, Sec-VI</p> <p>The body should be an exhaust heated (excluding the extended canopy portion), heavy-duty type with high hardness abrasion resistant side, front and bottom plates.</p>						

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
	<p>The volume of the body should be such that it can accommodate five pass loads (minimum 100 CuM struck capacity as defined relevant IS/ISO or equivalent standard) from 20 cum ER Shovel / Hydraulic Shovel without spillage and body design should be such that the stability of the machine is maintained in all operating conditions especially during turning.</p> <p>A body position indicator shall be provided in operator's cabin.</p>	<p>THCM request to amend the minimum struck capacity to 77 CuM as per the calculation of the payload for a shovel of 20 CuM with the 100% fill factor and 5 bucket passes makes the payload lower than the range as what mentioned in the NIT and hence accordingly the struck has to be defined.</p>	<p>The Desired body (minimum 100 CuM struck capacity) will be capable of carrying much higher loads than desired in 2:1 conditions with specified density.</p> <p>Accordingly please indicate suitable Body in place of Minimum 100 CuM.</p>	<p>Kindly modify as "minimum 100 CuM heaped capacity"</p>	<p>Only floor of dump body is exhaust heated Struck volume 77 cum & heap volume is 111 cum as per SAE 2:1</p>	<p>Please elaborate Extended Canopy</p>	<p>The dump body struck capacity requirement is based on actual operating criteria to ensure maximum payload utilization of the dumpers. The factors considered are variation in material (OB) density, fill factor of the dump body (which cannot be 100% but normally in the range of 85%), volume of material in 5 pass loading with 20 Cum shovel (approx. 100 cum), actual max. heap condition which normally forms in CIL mining condition, etc.. However, considering range of payload in NIT requirement (190T to 220T) and above factors, the struck capacity of dump body is being amended through corrigendum as under -</p>

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							<p><i>The dump body should be of minimum 90 CuM struck capacity. The dump body top side (target area) length and width should be such that proper heap should form to accommodate total material (blasted OB) of 5 pass loading from 20 cum ER and hydraulic excavator without any spillage of material. The body design should be such that the stability of the machine is maintained in all operating conditions especially during turning.</i></p>
48	<p>Clause D.4.12, “Lubrication System” of Technical Specifications, Sec-VI</p> <p>A centralized PLC based electrically operated, automatic lubrication system shall be provided to service all lubrication points on the machine, including those points where use of high viscosity lubricants is required.</p> <p>The lubrication system shall be fully monitored to ensure adequate lubricant flow is</p>		<p>Please clarify / include - Air operated / Hydraulically operated - Pumps will be either air / hydraulic / electric operated</p>				<p>It will remain same as per NIT.</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
	maintained to all points of major parts. The monitoring system shall, wherever necessary, be interlocked with the relevant control circuits to prevent damage due to lack of lubrication at any point. Alarms and indications for failure of lubrication system shall be provided and shall be repeated in the OBD of operator's cab.						
49	<p>Clause D.4.16, "Gauges and Indicators/Electronic Display" of Technical Specifications, Sec-VI</p> <p>The following shall be provided:</p> <ol style="list-style-type: none"> Water temperature gauge Air cleaner service indicator gauge / warning alarm Engine oil pressure gauge Fuel capacity gauge Engine tachometer Engine hour meter Speedometer Voltmeter Convertor oil temperature gauge/indicator (where applicable) Air pressure gauge (if applicable) 		Please add if required:- (h) Voltmeter				It will remain same as per NIT.
50	<p>Clause D.4.17, "Warning Alarms/Lights/Indicators" of Technical Specifications, Sec-VI</p> <p>Warning systems shall be provided for the following:</p> <ol style="list-style-type: none"> Reversing –DGMS complied Audio Visual Alarm. Parking Brake actuation Low engine oil pressure High coolant temperature 		Please add if required:- (f) High wheel motor temperature				It will remain same as per NIT. (Not applicable for Mechanical dumper)

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	<ul style="list-style-type: none"> e. Emergency steering f. High wheel motor temperature g. Indicator light for retarding or dynamic retarding, over speed & service brakes h. Dumping buzzer i. Warning alarms in case of failure of automatic lubrication system. j. Tyre pressure monitoring system in Cabin. k. Temperature Sensor for Grid Resistor and Wheel Motors to be provided. (if applicable) l. High torque convertor oil temperature (where applicable) m. Low air pressure (where applicable) 						
51	<p>Clause D.5, "Safety Features" of Technical Specifications, Sec-VI</p> <p>All safety features & devices as per Govt. Of India Gazette notification no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS Circular No. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27.02.2020 and subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment.</p> <ul style="list-style-type: none"> a. Mechanical steering b. Mechanical type device to protect operator in case of head to tail collision of dumpers. c. Limiting speed 				<p>Change is requested: To read as b) Body extension / Inherent designed geometry /Tailgate protection device / Mechanical type device to protect operator in case of head to tail collision of dumpers.</p>		<p>It will remain same as per NIT. (All, as mentioned, are inclusive in "Mechanical Type")</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
52	<p>Clause D.7, “Productivity & Health monitoring system” of Technical Specifications, Sec-VI</p> <p>The equipment shall be provided with suitable licensed, on-line, real time, monitoring interface facility, compatible for GPS-based transfer of equipment performance data (commonly known as PMS and HMS) to third party equipment management system.</p> <p>The system shall have OBD Self-diagnostic & error alarm features and should capture the parameters of HMS module and other parameters not covered by HMS of the equipment to monitor the following items:</p> <ol style="list-style-type: none"> i. Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation ii. Maximum speed, average speed, distance travelled, waiting time, loading time, unloading time, load carried by dumper for each trip and cumulative iii. Hourly payload, maximum and minimum payload, average payload iv. Engine oil pressure & temperature v. Coolant temperature vi. Exhaust gases temperature vii. Coolant flow / Coolant level viii. Engine RPM ix. Intake air pressure & temperature x. Fuel level and fuel consumption rate xi. Hyd. oil temperature & pressure xii. Engine electrical system - Battery voltage and Alternator out put 	<p>Following details can be provided:</p> <ol style="list-style-type: none"> i. Operating hours ii. Idle time, working time, speed, payload iii. Payload as details required iv. Engine oil pressure & temp v. Coolant temperature & same as engine temperature vi. Exhaust gases temperature - Engine temperature can be given vii. Coolant level Viii. Engine RPM ix. Intake air pressure & temperature x. Fuel level through gauge and fuel consumption rate xi. Hyd. oil temperature & pressure xii. Engine electrical system - Battery voltage and Alternator out put xiii. All vital parameters of electrical drive system including alternator and wheel motors. xiv. Fault codes along with details 	<p>Please add - Engine Oil pressure / Temperature</p> <p>Please add - Battery Voltage / Alternator Output</p>		<p>BEML will provide protocol details for interface and M/s. CIL has to facilitate entire process including tripartite agreement for confidentiality. BEML will not provide Fleet management solution and only the protocols details of equipment parameters will be shared after tripartite agreement. BEML will provide the interface connector (J1939 connector) on the dash board for interfacing of equipment data with Fleet management. The integration, configuration and development of software's are not in BEML scope.</p> <p>Exhaust gas temperature and Hydraulic oil pressure gauges are not available. However, low brake</p>	<p>Please provide draft of tripartite agreement among supplier, User and OITDS supplier</p>	<p>Bidder shall provide all measuring points for capturing vital operating and health parameters for proper performance and condition monitoring of the equipment as per NIT requirement and OEM standard design.</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
	<p>xiii. All vital parameters of electrical drive system including alternator and wheel motors.</p> <p>xiv. Fault codes along with details</p> <p>.....</p> <p>Alert audio messages to be given to Dumper Operators and control room person for the following events:</p> <p>a) In the case of operator exceeds pre-defined maximum speed for different dumpers.</p> <p>b) In the event of dumpers travelling in opposite direction falls in line.</p> <p>c) To maintain safe distance between dumpers travelling in the same direction.</p> <p>d) Fire warning to operator and to control room in case of catching fire.</p> <p>e) Dump Body hoist indication to be given in the event of dumper travelling in dump body hoist position.</p> <p>f) Tyre inflation pressure & temperature</p> <p>The supplier shall provide the following:</p>		<p>Fire Warning to operator will be provided in Cab, further to control room has to be given by operator</p>		<p>and steering oil warning indications are provided and hence the changes required as below:-</p> <p>vi.Exhaust gases temperature (optional)</p> <p>ix.Intake air pressure and temperature(optional)</p> <p>xi.Hyd. oil temperature & pressure (warning indicator)</p> <p>Points number a) to e) are not in BEML scope and third party should provide the above information to the concerned through their system.</p> <p>The requirement of a) to e) will be accomplish by BEML as mentioned above.</p> <p>Two ports will be provided on the dash board for capturing vital data. One for complete vehicle</p>		<p>It will remain same as per NIT.</p> <p>One integrated single online port for capturing all the vital data is</p>

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
	<p>A) There has to be one integrated single online port for capturing all the vital data.</p> <p>B) The real time interface telemetry port will be provided in the equipment</p> <p>.....</p>				<p>related information and another for electrical drive system related information and change is required as below.</p> <p>A) There has to be one integrated single online port or suitable arrangement for capturing all the vital data.</p>		operational; requirement.
53	<p>Clause D.8, “Performance Guarantee” of Technical Specifications, Sec-VI</p> <p>..... During contract period of 9 Years (108 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 5th year to 9th year for each machine for planned maintenance of equipment. This down time [maximum period of 07 (Seven) days] arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This period of 07 (Seven) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spillover of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.</p>		Please provide min 30 days’ time once during contract duration for carrying major repairs		During contract period of 9 Years (108 Months), a period of 30 (Thirty) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 5th year to 9th year for each machine for planned maintenance of equipment. The down time arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This planned maintenance of equipment shall be		It will remain same as per NIT

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
					provided in a staggered manner from 5 th to 9 th year		
54	<p>Clause C.6.2.1, “Provision of Spare Parts” of Technical Specifications, Sec-VI (4th para)</p> <p>Management and storage of spares and consumables from 2nd year of operation from the date of commissioning onwards (i.e. after completion of warranty period) till completion of contract period will be under the scope of the supplier. The Spares Cost Cap shall be fleet-wise / project-wise. The modalities of operation of Spares Cost cap model shall be as follows:</p>		The BOQ states that Cap value is for fleet of equipments. Please clarify that the cap value provisions are not applicable on per machine basis from 2 nd Year onwards.				The cost CAP value from 2nd year of operation onward is applicable project wise i.e. fleet basis.
55	Additional			Office accommodation & Residential accommodation	Exclusive manpower is required to be deployed in the projects for joint inspection with excavation department, continuous monitoring of the equipment, management of stores at site, etc. Kindly provide office		No Change in NIT

SL No	NIT Clause and Description	Firm A	Firm B	Firm C	Firm D	Firm E	Response of CIL
				accommodation and Residential accommodation for these engineers on chargeable basis.			

CIL's response against clarification sought by one more prospective bidder is as under :-

NIT Clause and Description	Firm F	Response of CIL
Clause- 5.2, "Eligible Bidders" of ITB, sec-II	Application for registration of bidders having beneficial ownership in countries which share land border with India Principals applied for this. Confirm you will consider offer	Bidder has to comply Clause- 5.2, "Eligible Bidders" of ITB, sec-II of NIT and other relevant guidelines of Government of India, if any.