

Sub: CIL's response against clarifications/queries sought by prospective bidder against open e-Tender no CIL/C2D/20 Cu. M. ER. Shovel/Trial/364 dated 14.12.2020 for procurement of 1 no. 20 Cu. M. Electric Rope Shovel on trial basis.

An open e-tender no. CIL/C2D/20 Cu. M. ER. Shovel/Trial/364 dated 14.12.2020 has been issued for supply, installation and commissioning of 1 (One) No. of 20 Cu. M. Electric Rope Shovel along with 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 24 months on **trial basis** and on being declared proven after successful performance during trial period of 36 months, supply of Spares & Consumables for a further period of 60 months on proven basis. The Pre Bid conference has been held as per scheduled on 23.12.2020.

CIL's response on the clarifications/ queries of the prospective bidders are as under:-

Sl no	NIT Clause and Description	Clarification Sought	CIL Response
1	<p>Section III - GCC, Clause No. 16.3. Payment</p> <p>Payments shall be made by the Purchaser within 21 days after submission of an invoice or claim along with the requisite documents, by the supplier.</p>	<p>To check, since the different payment terms mentioned in NIT Section IV - SCC, 7.2.1</p>	<p>Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions contained in Special Conditions of Contract shall prevail over those in the General Conditions of Contract.</p> <p>Hence provision of SCC will prevail for payment terms</p>
2	<p>Section III- GCC Clause no 23.1(a) Liquidated Damages</p> <p>(a)To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) of the total contract value, or</p>	<p>To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half percent) of the price of any equipment/stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent) of the total contract value.</p>	<p>As per clause 17, "Liquidated Damages" of SCC, the Liquidated Damages is not applicable in instant tender</p>
3	<p>Section IV-SCC, Clause No. 2.6</p> <p>The PBG shall be submitted, at the time of submission of invoice for a period of 33 months before any payment is released for equipment and spares and consumables.</p>	<p>The PBG shall be submitted, at the time of submission of invoice for a period of 36 months before any payment is released for equipment and spares and consumables.</p>	<p>For clarity regarding period of PBG to be submitted, the clause -2, PBG of SCC should be read along with clause -7, Payment of SCC</p>

4	<p>Section IV – SCC, 7.2.1(A) Payment terms</p> <p>Supplier will raise GST Invoice for equipment and 1st year consumable spares and spares one week prior to completion of 6 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 180 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value, freight, transit insurance and GST for equipment as well as invoice for 1st year consumable spares and spares including additional tyres against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment valid for a period of 39 months from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period.</p>	<p>Kindly amend as: - Supplier will raise GST Invoice: - For equipment: - one week prior to completion of 6 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 180 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value, freight, transit insurance Including 100% tax & duties against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment valid for a period of 39 months from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed and confirmation of receipt of DRR in respect of spares and consumables for first 12 months of warranty period.</p> <p>For Consumable Spares and Spares for 1st Year of Operation: - 100% payment for 1st year spares and consumables shall be made within 21 days after receipt and acceptance of the same after confirmation of receipt of DRR in respect of spares and consumables.</p>	No change in the NIT.
5	<p>Section-V, Part-I, Schedule of Requirements</p> <p>To be delivered within 12 months from the date of signing of contract. Project wise allocation: (i) Nigahi, NCL - 01 no.</p>	<p>To be delivered within 18 months from the date of signing of contract. As a special case since it is Trial-cum-sale tender</p> <p>Grace Period: - (As per CIL purchase Manual'2020) to be included in the NIT A grace period of 25% of original delivery period or 21 days, whichever is earlier, will be provided automatically in all the contracts, unless specifically disallowed. Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities will make payment without any amendment to</p>	<p>As it is a case of Trial /Developmental tender, so request of the firm for 18 months delivery may be agreed.</p> <p>Regarding Grace Period, since there is no provision of Liquidated Damages in the NIT for delay in delivery, inclusion of provision of grace Period is immaterial and may not be included.</p>

		<p>the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.</p> <p>The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period and the same will be available only for delivery and not for offering stores for inspection (in cases of pre-dispatch inspections) which should be made within the original delivery period or the re-fixed date of delivery.</p> <p>If the stores are tendered for pre-dispatch inspection within the original delivery period stipulated in the contract and the firm delivers the stores within the grace period, the purchaser is bound to accept the stores even though the inspection was completed after the delivery date.</p> <p>The grace period will only apply to the original contract delivery period/re-fixed delivery period and will not be applicable once an extension of delivery has been granted.</p> <p>In case of phased delivery, the grace period will be applicable to each phase separately, within the original Contract Delivery Period / Re-fixed Delivery Period.</p>	
6	<p>Section VI, Part-A, A.5, Training</p> <p>e). Training on maintenance of OEM bought out systems, e.g. engine, transmission, hydraulic aggregates/system, electrical drives system etc., by the manufacturer of the system</p> <p>f). Training on Digital system of the equipment including OBD (on board display) and communication port data</p>	<p>e). Training on maintenance of OEM bought out systems, e.g. engine, transmission, hydraulic aggregates/system, electrical drives system etc., by the manufacturer of the system.</p> <p>This clause may be deleted. Since this tender is trial cum sale basis and Our technical experts will be available during the complete contract period.</p>	<p>e) As the case is for ER shovel, training on maintenance of bought out system like electrical drive system to be imparted by the manufacturer of the system.</p> <p>f) No change in the NIT.</p>

	management, Health and productivity management system of the equipment.								
7	<p>In BOQ_195871.xls file.</p> <p>TCS Applicability: -</p> <p>TCS @ 0.075% of the aggregate receipts from the buyer exceeding 50 lakhs in a financial year up to 31.03.2021 and @ 0.1% of the aggregate receipts from the buyer exceeding 50 lakhs in a financial year from 01.04.2021 as per Govt. notification. Input tax credit is applicable for the same.</p> <p>Circular No 17 of 2020 of CBDT, Ministry of Finance (MOF), GoI: In terms of the said circular, Tax Collected at source (TCS) is collectible by the supplier at specified rates under sec 206C (1H) on specified class of goods supplied. The TCS so collected by the seller should be available as tax credit in 26 AS to CIL and the supplier has to submit TCS certificate in the prescribed format i.e., Form 27D.</p>	<p>Since there is no provision to quote Tax Collected at Source (TCS) charges separately in BOQ for Equipment & Spares.</p> <p>Hence Kindly incorporate the following format in INR Sheet in BOQ_195871.xls, for Equipment as well as Spares & Consumables for 36 months trial period and balance 60 months of Guaranteed period after proven.</p> <table border="1" data-bbox="778 958 1129 1131"> <tr> <th colspan="2">Any other applicable levies / cess which attracts Input Tax Credit</th> </tr> <tr> <th>% Rate</th> <th>Amount</th> </tr> <tr> <td></td> <td></td> </tr> </table>	Any other applicable levies / cess which attracts Input Tax Credit		% Rate	Amount			No change in the NIT.
Any other applicable levies / cess which attracts Input Tax Credit									
% Rate	Amount								
8	<p>Section VI, Technical Specification, Part-C. 7.3.4</p> <p>Compensation for not achieving Guaranteed Availability during remaining period of 60 months: -</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 submitted by the bidder as per clause-2 of SCC</p> <p>a. 1% of the delivered landed price of the equipment including the price of spares & consumables for 60 months (after trial period of 36 months) for reduction in every percentage or part</p>	<p>Compensation for not achieving Guaranteed Availability during remaining period of 60 months: -</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 submitted by the bidder as per clause-2 of SCC</p> <p>a. 1% of the landed price of the guaranteed spares & consumables for the respective year (after trial period of 36 months) 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 guaranteed spares & consumables of the respective year</p>	No change in the NIT.						

	<p>thereof from the Guaranteed Availability for the first 5%.</p> <p>b.10% of the delivered landed price of the equipment including the price of spares & consumables for 60 months (after trial period of 36 months) for reduction beyond 5% from the guaranteed availability.</p>	(after trial period of 36 months) for reduction beyond 5%. of Guaranteed Availability	
9	<p>Section VI, Part-D, Clause No. 5.13, Safety features: -</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 (Tech) Circular No. 06 of 2020 dated 27.02.2020 and</p>	As on when additional safety features introduced by DGMS in future within contract period, same can be provided on additional cost basis	Agreed
10	<p>Section VI, Part-D, Clause No.7</p> <p>Productivity & Health monitoring system:</p> <p>ii) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets)</p> <p>ix) All drive motors / transformer vital parameters</p>	<p>This clause may be deleted.</p> <p>This is a new system and it needs to be developed.</p> <p>This clause may be removed as it is trial cum sale and Our technical experts will be available during the trial and proven period.</p> <p>Health monitoring system may be implemented after the proveness of the equipment.</p> <p>Point (ii) to be deleted as the Cu.M is already implemented in the 190T to 220T dumpers. Duplicity of the data creates conflict.</p> <p>Point xi) This requirement is to be elaborated and predictive health monitoring parameters are to be specified.</p> <p>Predictive health monitoring system requires 'big' historical data and data analytics during operation of equipment to unravel hidden patterns and provide actionable predictive information. As the tender is for trial cum sale of the new equipment development, implementation of this feature will be difficult.</p> <p>This requirement is to be elaborated and sampling rate for capturing vital parameters/ error data to be furnished.</p>	No change in the NIT.

11	<p>Section VI, Part-D, Clause No.10.2</p> <p>Technical details: -</p> <p>i. Details of productivity and Health management System of the equipment</p>	<p>This point may be deleted as the equipment is new development and this new feature requires lot of data and time to develop. However, the same will be implemented in due course.</p>	<p>No change</p>
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A list of “Dos and Don’ts was read out to prospective bidders in the pre-bid conference, in order to facilitate submission of error-free bids by the bidders and **is enclosed below as Annexure-A.**

DOs and DON'Ts

“DOs”

- 1) Please go through each clause of the tender document carefully and submit your offer as per the provisions contained therein.
- 2) The offers have to be submitted online in the CIL's e-procurement portal <https://coalindiatenders.nic.in>.
- 3) Please get registered with the portal well in advance, if not, already registered.
- 4) The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person.
- 5) **The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm.**
- 6) **Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e-procurement portal as privileged /preferential category bidder before submitting their bid.**
- 7) Bids must be submitted online before or upto last date and time of online submission of offers.
- 8) Incomplete template or templates not submitted as per the instruction given will be rejected.
- 9) **Please Note that bidder's claiming preference under 'Make in India' policy must quote only in INR.** Such bidders shall also specify the location where the value addition is being done.
- 10) **The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.**
- 11) All Indian entities should have GST Registration No.
- 12) **During evaluation and comparison of bids, Shortfall/ Confirmatory Documents if required, may be asked from bidder as per Clause 26, “Shortfall/ Confirmatory Documents”, ITB of the NIT**

DON'Ts”

- 1) Do not give any price information in the Techno-Commercial Bid, Cover-I. In such case the offer is liable to be rejected.**
- 2) Bidders may withdraw their bids online within the last time and date of bid submission. However, the bids once withdrawn cannot be re-submitted again and bidder will not be able to participate in the tender. In case bidders wish to modify their bids, they should not opt for “Withdraw” option. Instead, they should opt for “Re-submit” option.**
- 3) Do not use Cut and Copy paste commands in the excel sheets provided in TPS and BOQ template
- 4) Do not submit conditional price quotation. In such case, bid will be rejected.
- 5) Do not submit any unauthenticated/unverifiable documents in the bid.
- 6) Do not submit superfluous / redundant information not required for evaluation purpose.