

CIL's Response to the queries of prospective bidders during Pre-Bid Meeting held on 17.08.2021 against Global Tender No. CIL/C2D/42cum ERS/R-120/2021-22/374 Dated 14.07.2021 for Supply, Installation and Commissioning of 42 CuM Electric Rope Shovels Along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 12 years under Spares Cost Cap

| Sl. No. | NIT Clause | Clause No. | Clause Description | Firm A | Firm B | Firm C | Firm D | Response of CIL |
|---------|-------------------|--------------|---|--------|--|---|---|---|
| 1 | Details of tender | 4, IFB | Online submission of offers : Last date 16.08.2021 | | Request CIL for extension of tender submission - due date upto 20/09/2021. | | | Due date of submission has already been extended upto 09.09.2021. |
| 2 | Eligible Bidders | 5.1. i), ITB | Foreign Manufacturers: Foreign Manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender. | | | Please confirm that foreign manufacturers having both, Indian Office and Indian Agent is eligible to bid. The services rendered by Indian agent would be pertaining to supply of equipment and commission and would be applicable on FOB value of the equipment. Indian office will execute the Spares Cost Cap portion of the contract on behalf of foreign manufacturer. Trust this is acceptable as per NIT. | UK UZTM-KARTEX LLC is the Managing company of the largest Russian manufacturers of mining equipment- Uralmashplant JSC, Ekaterinburg, and IZ –KARTEX named after P. G. Korobkov, St. Petersburg. Almost 15,900 quarry excavators and 256 walking excavators of various capacity are manufactured by UK UZTM-KARTEX LLC which are widely used for strip mining of iron, copper, manganese and zinc ores, bauxites, asbestos, coal and other resources found on the worldwide territory. Being largest manufacturer of HEMM in Russia, we have supplied all our high-capacity Electric Rope Shovel(Excavator) in Russia only. As per mine requirement, we have supplied EKG-35/ EKG-32R with bucket capacity of 35 CuM. Generally, a range of bucket sizes will work with our Electric Rope Shovel i.e. 26 - 40 CuM for EKG-35 and 20 - 50 CuM for EKG-32R. Our supplied model EKG-35/EKG-32R are operating in combination of 220T-320T Dump Trucks in various mines of Russia. Our EKG-35 & EKG-32R model supplied in past already working within your tender's working range of design criteria having operating weight class of 1200T(approx.), with 35 CuM dipper (As per mine plan requirement) in hard, highly abrasive sandstone/ rock having average density of 1800 kg/ cum after blasting. Since, all the technical parameters of our supplied EKG-35 is meeting tender's technical specification which are either technically equivalent or superior, we request you to kindly consider our EKG-35/EKG32R with 35 CuM Dipper as tendered capacity equipment and allow us to participate in this tender as eligible Manufacturer. | Firm-C - The firm is eligible to bid provided "after sales service support facility" details of both the Indian entities along with other technical details are provided in the bid. However, the "after sales service support facility" provider will be only one Indian entity at a given point of time during the contract period. The bidder shall indicate the time period for such service for each Indian entity in the bid. The Indian entity shall not be changed except under unforeseen circumstances. Firm-D - Manufacturer of tendered or higher capacity / class will be accepted. |
| 3 | Eligible Bidders | 5.3 (v) ITB | 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. <u>whether they are owned by the manufacturer or its authorized Indian Agent</u> v) The workshop/service centre shall also have facilities for testing and quality assurance of the components which will be repaired / serviced through vendors/ sub-vendors. Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent will also be acceptable on meeting minimum criteria as stipulated above and vice versa | | | Please amend the underlined portion to include the Indian office and /or Indian Agent. The repair/service activity of any component of the equipment is done under a pre-documented SOP, at own premises or at vendor facility. For ensuring the quality, we also appoint 3rd party inspection team apart from our own quality team, to ensure the quality at every stage / process. These companies perform tests with their own instruments. We trust this is acceptable under this clause. Please amend this statement to include Indian Office and / or Indian Agent. | | Clarification given against Clause 5.1 i), ITB above will be applicable. However, after sales service support facilities shall be as per NIT provisions only. |

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| 4 | Provenness Criteria | 7.2, ITB | 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 05 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 provenness as mentioned above at sub clause-7.1. | Considering the high performance equipment, for global supplies considered for provenness, it is always advisable to take the performance across various continents hence requested pl. incorporate that supplies of equipment should cover minimum 2 continents. Further, In case of global supplied considered for provenness, please clarify / specify that Min number should be equal to tendered quantity and equipment must have completed 12 years of operation). It will safeguard CIL for procuring a machine which has a product life of more than 25 Years. | | | Since 1979, we have a long and trust worthy business relationship with Coal India. In past, we have already supplied 3 nos. Primary Cone Crushers, manufactured by UK, UZTM-KARTEX LLC which are still in operation at NCL. We have also supplied 7 nos. ESH 20/90 Walking Dragline, 2 nos. ESH 15/90 Walking Draglines and 10 nos. EKG-10 Electric Rope Shovel in various mines of Coal India Limited. Our supplied model ESH 15/90, ESH 20/90 and EKG-10 had already set the benchmark for other manufacturers ensuring high productivity of mining enterprises in harsh mining condition and under tropical condition. Recently, our participation against tender for 5 nos. ESH 24/95 Walking Dragline with AC Drive and 11 nos. EKG-20 Electric Rope Shovel in Coal India Limited leads to procurement of these high-quality equipment at very competitive rates w.r.t. our competitors. Globally, the procurement of High Capacity EKG Shovel is not very frequent reason being these shovels are customised as per mine plan and customer requirement and mainly deployed in high capacity mines only. As per mine requirement in Russia, we have supplied EKG-35/ EKG-32R with bucket capacity of 35 CuM. Generally, a range of bucket sizes will work with our Electric Rope Shovel i.e. 26 - 40 CuM for EKG-35 and 20 - 50 CuM for EKG-32R. Our supplied model EKG- 35/EKG-32R are operating in combination of 220T-320T Dump Trucks in various mines of Russia. Based on our proven track record and past supplied reference, we request you to grant relaxation in your provenness clause 7.2 and consider our provenness based on clause 7.1, enabling us to participate in this tender, which will assist you to have very high-quality Mining equipment at most cost-effective price. We request you to kindly modify the existing clause as follows: "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 01 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 | Firm-A - Not acceptable as it will restrict the vendor base. Firm-D - The bidder is claiming provenness for same class of equipment but their past supplies of ER shovel is with lower bucket capacity than the tendered capacity requirement which is not in compliance with the provisions of the NIT. |
| 5 | Provenness Criteria | 7.3; 7.4 & 7.5, ITB | 7.3 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment, as defined below, as supplied by their foreign collaborator / foreign principal worldwide in the past and the quoted model of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but 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 05 nos. of quoted 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 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 population, foreign collaborator's experience of supplying the offered or similar equipment worldwide shall be considered only if the indigenous manufacturer submits notarised copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. 7.4 & 7.5 also "successful performance" | | | These clauses and any further reference of "successful performance" may be replaced with "satisfactory performance". This is being requested since the term "satisfactory performance" has been defined in the NIT. | | "Successful performance" and "satisfactory performance" have been used in the NIT in different contexts. |
| 6 | Provenness Criteria | 7.6, ITB | "Similar Equipment" shall be such equipment, which fulfils the following: a) Performs almost identical operations as the quoted model. b) Should be equal to or higher than the tendered capacity. c) should have the same drive line / system as per the offered equipment. | we have supplied equipments with 42.57 cum dipper capacity, pl. specify that whether it should be considered as quoted equipment or similar equipment on account of dipper. (Model of past supplies and current offering is same). | | | Since, our EKG-35 models is designed considering the dipper capacity ranging from 26 to 40 CuM & from 20 to 50 CuM for EKG-32R having operating weight class of 1200T(approx.) and we have already supplied these Shovel in past which are working within tendered operating capacity as per working range of design criteria of your tender requirement with 35 CuM dipper as per mine plan requirement in hard, highly abrasive sandstone/ rock having average density of 1800 kg/ cum after blasting. Since, all the technical operating parameters of our supplied EKG-35/EKG-32R are meeting tender's technical specification and design criteria which are either technically equivalent or superior, we request you to kindly consider our EKG-35/EKG32R with 35 CuM Dipper as equal to the tendered capacity equipment against this clause. | Firm-A - Same model with 42 cum bucket struck capacity as per SAE or equivalent standard shall be considered as quoted model for provenness purpose.. Firm-D - The bidder is claiming provenness for same class of equipment but their past supply of ER shovels is with lower bucket capacity than the tendered capacity requirement which is not in compliance with the NIT clause provisions. |

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| 7 | Provenness Criteria - Acceptance Criteria for Similar Equipment - 7.7, ITB | 7.7.1, ITB | 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. | For this class of equipment - Accessing the performance of equipment on the basis of 1 Year performance may not reflect the true picture, minimum 3-5 years performance to be considered for evaluation for quoted model of equipment else same may be considered with 100% PBG Coverage.(please clarify Technological upgradation is change in class / capacity of machines or improvement in latest drive , sfatey , operators comfort etc, if change in capacity/class what is maxm % change is considered as same class upgradadtion As . Capacity change more than 5% required new design and may not be considered as advanced version. | | | | Not acceptable as it will restrict the vendor base. |
| 8 | Provenness Criteria - Acceptance Criteria for Similar Equipment - 7.7, ITB | 7.7.2 (a), ITB | If the bidder claims provenness of the quoted model based on similar equipment as per sub-clause 7.6 above and the similar equipment has performed satisfactorily for a minimum period of three (03) years from the date of commissioning but quoted model has not worked for a minimum period of one (01) year from the date of commissioning within the window period as indicated above, then the offer may be accepted subject to following conditions: a) The quoted model should have been designed, manufactured and supplied to the enduser but has not been commissioned or if commissioned, has not completed one year of operation after the commissioning. Documentary evidence for past supply of the quoted model is to be provided along with the offer. Or The quoted model is an upgraded version of the existing model with improved and the latest drive line / system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer. However, any mandatory changes related to safety items, operator's cabin design, inclusion of PMS & HMS systems, minor changes may be considered same as quoted model. <u>In such case, the name of the quoted model mentioned in the offer, including TPS must be the same as the model mentioned in the copy of the Supply / Purchase Order, commissioning certificate(s) and performance certificate(s) submitted with the offer and the firm may quote under relevant clause of provenness.</u> | Further Quoted Model from drawing board / Just supplies not commissioned / commissioned but has worked less than 1 Year etc to be removed. These class of equipments have a legacy of performance over Years and every model change need to be validated with onsite performance for atleast 10%-15% of the product life cycle | | We trust any prefix or suffix to the existing model, whose upgraded version is being offered against this NIT is acceptable. Thus, the model mentioned in the TPS will have the same model's name as in order copy and other related document along with suffix showing the drive system. | Since, our quoted model is an upgraded version of the existing model with improved and latest system including dipper capacity, we agree to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot | Firm-A --Not acceptable as it will restrict the vendor base. Firm-C -- TPS row is for mentioning the offered model only and shall be filled with the offered model name (with suffix / prefix) i.e. the upgraded model. Firm-D -- Acceptable subject to fulfillment of other conditions of the NIT. |
| 9 | Provenness Criteria - Acceptance Criteria for Similar Equipment - 7.7, ITB | 7.7.2 (b) to (e) ITB | b) (i) The successful bidder will be allowed to supply the quantity of first lot as indicated in Schedule of Requirement, Section - V, Part I, Table -B; (ii) The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period for the quantity of first lot. The validity of the additional PBG shall be sufficient to cover the performance of the 1st lot and the period taken for issuance of clearance from the order issuing authority for supply of the remaining quantity. c) On satisfactory performance of all the equipment of first lot for one year from the date of commissioning [to be certified by the General Manager (Excavation)/ HOD of the subsidiary company], clearance shall be obtained from the Order Issuing Authority for supply of the remaining quantity, if any, as per Schedule of Requirement, Section - V, Part I, Table -B; d) The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning. e) The original 10% PBG for the total contract value will be retained for entire contract period as per PBG clause of NIT. | The Performance of 3-5 Years need to be accessed , else the PBG of 100% contract value to be provisioned for derisking Performance related risks as the product life cycle spans to 25-40 Years for this class of equipment | | | | Not acceptable as it will restrict the vendor base. |
| 10 | Provenness Criteria | 7, Note (v), ITB | Copies of Purchase / Supply Order(s) placed on the <u>other foreign subsidiaries of the OEM</u> will be considered for provenness of the quoted model provided the link to the OEM is established. | | | It is requested that the underlined words be amended with "other foreign subsidiaries of the OEM or related group company or parent holding company" will be considered for provenness of the quoted model provided the link to OEM is established. | | Copies of Purchase / Supply Order(s) placed on the other foreign subsidiaries of the OEM will be considered for provenness subject to proper link documents to the OEM. |

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| 11 | Methodology for online Submission of Bids | 14.2.iii. e), Technical, ITB | 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]. | | | Other than bought outs we have developed certain components such as Dipper Assembly, Crawler Shoes in India for the 42CuM and trust supplying these indigenously for fitment in equipment during commissioning is acceptable. Please confirm. | | As per the NIT, the foreign bidder can source some of the items indigenously in INR for fitment in each equipment during commissioning. However, for performance items, as claimed by the bidder, details of Make and Model / source along with past performance of such items in the quoted model are to be clearly provided. |
| 12 | Methodology for online Submission of Bids | 14.2. iv. e) Commercial, ITB | Copy of the last (latest) purchase order for the tendered / similar item(s) received from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization. This order copy is required to assess reasonableness of offered prices and may be different from the order copies submitted towards provenness criteria. | | | For bidders qualifying under clause 7.7.2 and opting for 100% PBG, the reasonableness of the offered price can be benchmarked only with the equivalent quoted model price. Thus, request you to kindly confirm that the latest priced order copy of quoted basic model (in case provenness is based on similar equipment), whose upgraded model is offered will suffice the purpose under this clause. Similar order copies would be for 56CuM and above class of Rope Shovel which will not be helpful in justifying the price. | | The latest order of the quoted basic model is to be submitted. This is only to assess the reasonableness of quoted price. |
| 13 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (i) (c), ITB | Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer's country, Certificate from Chamber of Commerce and Industry of the manufacturer's country etc. | | | | since, UK UZTM-KARTEX LLC is the Managing company(Shareholding Company) of the largest Russian manufacturers of mining equipment- Uralmashplant JSC, Ekaterinburg, and IZ -KARTEX named after P. G. Korobkov, St. Petersburg. We would like to know whether, we are allowed to submit documentary evidence to establish the fact that we are equipment manufacturer for the offered capacity and type of equipment from our holding company or not? | Offer of holding company is acceptable subject to the condition that the OEM of the offered model and past supplies is the same. |
| 14 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (i) (d), ITB | Details of 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. as per the minimum criteria mentioned in Clause 5.3, ITB, Section-II for the offered capacity and type of equipment Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent. In case After Sales Service Support Facilities are of its Indian Agent, the details as mentioned below in (ii) (b), (c) & (d) shall have to be submitted. | | | Please amend this statement as "...Details will also include information whether the above facilities are owned by the manufacturer or its authorized Indian Agent & Indian Office, as applicable. In case After Sales Service Support Facilities are of its Indian Agent & Indian Office, the details as mentioned below in (ii) (b), (c) & (d) & (iii) (a), (c), (d) & (e) shall have to be submitted, as applicable." | | Clarification given against Clause 5.1 i), ITB above will be applicable. However, after sales service facility shall be as per NIT provisions only. |

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| 15 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (iii) (g), ITB | In case the bidder or its principal do not have the above facilities in India, an undertaking 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. Details will also include information whether the above facilities are owned by the manufacturer/bidder or its authorized Indian Agent. | | | Please amend as ".....manufacturer/bidder or its authorized Indian Agent & Indian Office." | | Clarification given against Clause 5.1 i), ITB above will be applicable. However, after sales service facility shall be as per NIT provisions only. |
| 16 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (ix), ITB | 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 been fully executed and performed satisfactorily for a minimum period of 03 years from the date of commissioning of the equipment and the desired parameters of the performance of the equipment stipulated in the supply orders have been met and no warranty / guarantee claim and all the complaints/claim (s) lodged by the Purchaser, if any, has been attended to and no warranty/guarantee claim and complaint /claim(s) is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted Model of Equipment. Also, proof of payment(as mentioned under xii below) for the equipment supplied against the supply order should be submitted along with the self-certificate. In case, any specific purchase order (s) has /have not been fully executed and any complaint/claim is pending, then details of such cases have to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter. | | | Please confirm that if performance report of end user is submitted for a particular order copy then its proof of payment (Clause xii) will not be required. | | In case performance report of end user(s) is submitted, then documents towards "proof of payment" is not required to be submitted. |
| 17 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (x), ITB | In case bidder is not in a position to submit the past supply order copies / documents towards proof of payment due to confidentiality laws of a particular country, a copy of such laws should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies & proof of payment documents and in such cases the bidder should upload a Customers List along with payment details for the quoted Model of Equipment and/or similar equipment (as the case may be) duly signed and stamped by the Original Equipment Manufacturer and duly notarized, clearly indicating the Customer Name & Address, Contract No. & Date, Date of supply and commissioning (DD/MM/YYYY), guaranteed annual availability, if any, as per the performance guarantee clause of the supply order/contract and actual achieved annual availability for minimum 03 years from the date of commissioning (indicating each year availability), for each equipment supplied. In case the bidder is OEM itself, self-certified and duly notarized copies as mentioned above are required to be submitted. | | | Similar to the Clause 4. Use of Contract Document and Information of Section III GCC of the NIT, contracts and orders received by us from other customer also bind us with Confidentiality and restricts from sharing the same. Request you to also accept these terms of contract / order in lieu of confidentiality law of the country. Similarly, the proof of payment document is the most restricted document in any contract / order and sharing them is largely restricted. Please delete this provision. We are ok with CIL even appointing 3rd party for investigating the details and performance of the equipment's offered for claiming provenness. | | No change in the NIT. |

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| 18 | Documents establishing Bidder's Eligibility and Qualifications | 17.A. (xii), ITB | Any of the following documents shall serve the purpose of "proof of payment": i) Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions. ii) Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if any. iii) Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy(ies) of invoice (s), where applicable iv) Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s) and payment and deduction (s) if any. | | | Please remove this clause as this is very difficult to substantiate with the provisions provided in the NIT. The payment terms and business transaction being taken by the bidder and its customer is not necessarily similar to CIL. Every customer has their own terms of payment, and it also depends on the country in which the companies are operating. Other reasons have also been mentioned above. As an alternate kindly accept self-declaration as proof of payment. Details of customer etc. (as indicated in Clause 17.A. viii) will be submitted and CIL may independently get these verified. | | No change in the NIT. |
| 19 | Bid Prices | 22.2, ITB | The Foreign Manufacturer shall quote for supply of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in foreign currency and thereafter Spares & Consumables for a period of 12 years under Spares Cost Cap for 2nd to 13th year of operation for each equipment in INR. The Foreign Manufacturer may also quote for supply of consumables spares & consumables for 12 months of warranty period from the date of commissioning of the equipment in INR. | | | Since the Spares Cost Cap for 2nd to 13th year has to be quoted only in INR, the same would be done through our Indian Office. Trust this is acceptable as per NIT. | | Spares Cost Cap may be executed through only one Indian entity. |
| 20 | Bid Prices | 22.3, ITB | In case the bid is submitted by an authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, such bidder must quote for equipment in foreign currency on behalf of its principal/parent/holding company; and may quote Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in combination of foreign currency and INR and thereafter for Spares & Consumables for a period of 12 years under Spares Cost Cap for 2 nd to 13 th year of operation for each equipment in INR. Supply of equipment and Consumable Spares & Consumables in foreign currency will be made by foreign manufacturer and payment for the same in foreign currency will be made to the foreign manufacturer. Regarding Spares & Consumables quoted by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer under Spares Cost Cap in INR, supply of such Spares & Consumables will be made by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer and the payment of the same will be made to the authorized Indian Agent/ Indian Office/ Indian Subsidiary. However, in such case a tripartite contract will be concluded with the bidder, who is an authorized Indian agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, along with the foreign manufacturer. | | | Exchange rate is unpredictable during the 13 years. It is difficult for foreign manufacturer to quote spares and consumables for 2nd to 13th year of operation for each equipment. However, we request quote spares and consumables for 2nd to 13th year of operation for each equipment in foreign currency and we accept CIL make the payment in INR through conversion from foreign currency. | | No change in NIT |

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| 21 | Bid Prices | 22.6. G, ITB | The Foreign manufacturer must indicate the name & address of its agent in India. It should also indicate the commission payable to them and the specific services rendered by them. The Indian Agency commission will be payable only on FOB prices of goods and it should be quoted as a percentage of the FOB price. In case, the foreign manufacturer does not have any Indian Agent, it should be clearly mentioned in the bid. The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower. | | | This clause only indicates the commission payable on FOB price but does not seek Indian company name who would execute the INR portion of the equipment supply and 12 Years Spares Cost Cap portion. We would thus request you to keep provision for foreign manufacturer (quoting directly) to indicate the name and address of its Indian Company who would execute and take the payment for above. | | Ist line of the Clause requests indication of the name and address of the Indian Agent. Hence, it may be indicated accordingly along with documents to be uploaded against Clause-17 B of ITB or if required, in a separate sheet which may be uplaoded in "Commercial Eligibility Docs" |
| 22 | Bid Prices | 22.6. H, ITB | H. The manufacturer/ bidder shall also submit a certificate that no agent/ middleman/ liaisoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of procurement of goods and services and subsequently, if at any stage, it is found that it has given a false certificate, it shall be liable for penal action for willful suppression of facts or furnishing of wrong information, false declaration or manipulated or forged document by the bidder or using any other illegal/unfair means as per provisions of the NIT / Purchase Manual of CIL. | | | In continuation to above & clause 5.1.i) & 5.1.iv), kindly rephrase to Any name other than the disclosed authorized Indian agent & Indian Office. | | No change in NIT |
| 23 | Evaluation and Comparison of the Bids - INR Evaluation of spares and consumables | 29 (B) (a) to (d), ITB | a)The bidder shall quote the FOR destination prices of all consumable spares and consumables during warranty period (unit prices multiplied with the quantity of items) in Indian Rupees for each equipment. The total amount of GST shall be also mentioned in BOQ template. b) The bidder shall quote under Spares Cost Cap, the FOR destination prices of all spares and consumables year-wise for a period of 12 years required from 2nd to 13th year of operation from the date of commissioning for an equipment. c) Total Landed Spares Cost Cap price of all spares and consumables for each year of operation will be arrived at by adding total estimated GST amount on FOR Destination price of Spares Cost Cap price of all spares and consumables separately for each year of operation. The total estimated amount of GST for each year of operation shall be mentioned in BOQ template. d) Total Net Landed Price of all spares and consumables for each equipment will be determined after deducting estimated Input Tax Credit on total estimated GST amount as follows:- Total Net Landed Price = [Net Landed Price for all Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on GST] plus (+) [Net Landed Spares Cost Cap Price for all Spares & Consumables from 2nd to 13th year of operation from the date of commissioning of the equipment arrived at after deducting Input Tax Credit on estimated GST]. Further, Net Present value of Net Landed Price for all spares & consumables for each year under Spares Cost Cap will be worked out for evaluation purpose as per NPV rates indicated in the BOQ template | As these equipments are manufactured outside India , most of the spares are also manufactured outside India. Accordingly the parts prices are largely influenced by Exchange Rate , Custom duty variation , the contract coverage is almost 15 Years plus.(As prices in 15 years are uncertain due exchange rate variation , inflation , oil prices , govt duties, working condition, operating condition not in control of suppliers CIL to provide details and indication of acceptable price variation for 15 years for variable factors) Considering the Economic volatility it is highly uncertain to predict the Exchnage Rate , further Custom duty being a statutory levy is not at all predicatable. Accordingly CIL may suggest suitable protection to be built in the BIDS for mitigating such risks which are beyond suppliers purview. Any deviation within the CIL Suggested escalation will not be questioned , however in case of deviations beyond suggested limits , same will be provided to Suppliers as Extra. | | | | The Spares Cost Cap Value should be quoted taking these factors into account. Hence, no change in NIT. |
| 24 | Security Deposit | 34.1 & 34.2, ITB | Within 30 days of the notification of award from the purchaser, the successful bidder shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document [Annexure-10, Sample Forms, Sec-VII]. 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 bidder along with the SDBG. 34.2 Subject to force majeure conditions, failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause-33 and 34.1 within a reasonable time (not exceeding 90 days from date of NoA) shall constitute sufficient ground for the annulment of the award and invocation of Bid Security Declaration given in the LoB. | Considering the amount Involved and Foreign currency BG involvement, the period may be extended to 60 Days. | | Please include suitable provision for granting extension of time for submission of SD, as may be required for unforeseen reason such as lockdown etc. Also, such reasonable request should not be unduly withheld. Penalty should apply for delays on part of supplier beyond such reasonable extensions granted. | | Firm A - No change in NIT. Firm C - The Clause 34.2 takes care of such unforeseen reasons, if falling under force majeure conditions. |

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| 25 | Performance Bank Guarantee | 7.7, GCC | 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. | Bank gurantee will not be extended for no fault of supplier , once all documents submitted and no due certificate is provided, BG to be released within 7 days . | | | | PBG release will be governed by Clause 2 of SCC. No change in NIT. |
| 26 | Warranty | 13, GCC | This warranty shall remain valid for twelve (12) months from the date of Commissioning 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. | | | All the goods supplied do not have a life of 12 months or so. Items like consumables etc. have a limited life. Thus, it is requested that the clause be amended accordingly | | Pl. refer Clause 13.5 of GCC which states as follows: "13.5 . For the goods whose life is less than twelve (12) months, the warranty period will depend on the nature of the item under procurement and shall accordingly be specified in SCC". This will be part of the Contract. |
| 27 | Security Deposit | 1.1, SCC | The successful tenderers will have to submit Security Deposit for 3% (three percent) value of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit. | | | If the bidder seeks qualification under Clause 7.7.2 and takes the 100% PBG route, will the bidder be required to submit SD for the entire contract value or for the portion of the contract that they are initially allowed to execute. We request you to kindly keep the SD value for the portion of the first lot of Equipment value. Also, as per Clause 8.4 SCC LC is opened to cover only 1st Lot of supply and LC for balance amount is opened only after the clearance for supply of the remaining Lot. Hence, in line with this, the request is made. | | SDBG will have to be given for 3% of the total contract value including taxes and duties. |
| 28 | Security Deposit | 1.2, SCC | In case of FOR destination contract in Indian Rupees, the total landed value of the contract will be arrived at after adding estimated GST and any other tax and duty, if applicable and any other cost and charges, if applicable, to the FOR Destination 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 12 years under Spares Cost Cap. | Further the SD should be taken on Basic value of contract and not on Taxes and duties (GST or any other tax on which set off is available) | | | | No change in NIT |
| 29 | Security Deposit | 1.3, SCC | 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 12 years under Spares Cost Cap. | | suggest removing "thereafter spares & Consumables for a period of 12 years under Spares Cost Cap" | | | No change in NIT |

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| 30 | Security Deposit | 1.4, SCC | 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. <u>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.</u> | | | Please incorporate a relief mechanism as indicated above against clause 34 of ITB. | | Relief mechanism already exists. No change in NIT |
| 31 | Security Deposit | 1.10, SCC | Security Deposit may be converted into Performance Bank Guarantee (PBG) wherever PBG is required at the option of the supplier by increasing its value from 3% to 10% and validity accordingly. Also, the format needs to be modified to take into account the Contract no. and date instead of the NoA no. and date. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. Wherever Security Deposit is converted into PBG, the operation of such SDBG/Performance BG shall be guided by Performance Bank Guarantee Clause mentioned below. | | | Please allow conversion of individual SD to PBG in case the SD is submitted in multiples of 3%. When the said SD is converted to PBG with 10% value for the equipment contract value, the total security instrument available with CIL will always be greater. | | Pl. refer to clause 1.6 of SCC. Individual SDBGs shall not be equipment-wise and should be submitted simultaneously to CIL within the specified time schedule as mentioned above and all of them are to be in the same prescribed format of SD without linking to any particular equipment. At the time of conversion, the format and value shall have to be modified as mentioned in the Clause 1.10 and Clause 2 of SCC as applicable. No change in NIT. |
| 32 | PBG | 2.5, SCC | The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract. | 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 guarantees for longer period. However the BG for subsequent duration and so will be submitted within the validity / prior to expiry of originally submitted BG. | How long will 10% PBG remain valid? | Please amend this clause to read as ".... Contractual period of respective equipment covered in the contract". | | Firm - A - No change in NIT. Firm B - the 10% PBG shall remain valid till 3 months after completion of the contractual period of all the equipment covered in the contract. Firm C - No change in NIT |
| 33 | PBG | 2.6, SCC | The PBG shall be submitted, sufficiently in advance (say 3-4 weeks) to enable its verification before submission of the invoice for 80% payment of the particular equipment(s) OR in case the Supplier desires to convert SDBG into PBG at its option, extension of validity of SDBG for the requisite period as mentioned at Clause 2.5 above and increase of amount from 3% to 10% of total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit and suitable changes in format, is to be submitted before submission of the invoice for 80% payment of the first equipment of the contract OR in lieu of PBG, a letter be submitted sufficiently in advance (say 3-4 weeks) to the Paying Authority to deduct 10% of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit [FOR destination contract in Indian Rupees / CIP contract in foreign currency] from the invoice for 80% payment of the particular equipment (s) which may be kept as PBG for that particular equipment(s). | | | Please clarify, when this 10% deducted payment will be released. | | The 10% deducted payment or 10% PBG will be released as per Clause 2.8 of the SCC i.e. after satisfactory performance of the equipment during 13 years period and fulfillment of contractual obligations. |

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| 34 | PBG | 2.7, SCC | The PBG issued by Issuing bank on behalf of the bidder in favour of "concerned subsidiary where the equipment will be supplied" shall be in paper form (Stamp Paper) as well as issued under "Structured Financial Messaging System". The details of beneficiary Bank for issue of BG through SFMS Platform will be provided by the concerned subsidiary. The date of SFMS confirmation to CIL shall be deemed to be the date of receipt of the BG. Original copy of the PBG issued by the Issuing Bank shall be sent by the issuing bank to concerned subsidiary. However, if the original copy of the BG is handed over to the supplier by the Issuing bank, the issuing bank shall send an e-mail from their corporate e-mail id (on the date of handing over) directly to corporate e-mail id of the order placing authority that they have handed over the original copy of the BG to the supplier for handing over to the beneficiary, attaching a scanned copy of the SDBG. In such case, the supplier shall also submit a copy of the SFMS message as sent by the issuing bank branch along with the original Bank Guarantee. | | | We presume that this confirmation is to be sent to subsidiary where the PBG is to be submitted (as indicated in clause 2.1) | | Yes, CIL would also mean the concerned subsidiary as per GCC Clause 1.j. Hence, the PBG is to be submitted to the concerned subsidiary. |
| 35 | PBG | 2.8, SCC | The release of the Performance Bank Guarantee(s) / converted SDBG after above indicated period, shall be subject to satisfactory performance of the equipment during 8 years period..... | | | We identify this as typographical error and request you to kindly correct this to 13 years.. | | It is a typographical error. "8 years" may be read as "13 years". The same will be corrected while finalizing the contract. |
| 36 | PBG | 2.9, SCC | In case of successful tenderer which does not have the After Sales Service Support facilities in India, as mentioned in Clause 5.2, ITB This 10% PBG will be released after satisfactory performance of all equipment and fulfillment of contractual obligations. | | | We identify this as typographical error. Please amend this to read as Clause 5.3, ITB. Please amend this to read "... satisfactory performance of respective equipment and fulfillment of contractual obligation." | | No Change in NIT. In case one PBG is submitted, the same is applicable. In case equipment-wise PBG is submitted, the release will be done equipment-wise after completion of the Contract period. |
| 37 | Incidental Services - Erection, Testing and Commissioning | 4 (a), SCC | Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI). The supplier shall be responsible for the erection and commissioning within 120 days from the receipt of equipment at site. The purchaser will provide necessary cranes, electricity and fuel required for testing only. All other erection tools & tackles including manpower will be arranged by the supplier. Any substantial delay in providing cranes from purchaser side will be recorded jointly for calculation purpose of erection & commissioning time. If the supplier fails to commission the equipment within the specified period as mentioned above, Liquidated damages will be recovered @ 0.5% of the landed price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 5% of the landed price of equipment alone with accessories. | | | It is requested that the erection and commissioning period be clubbed. This will enable the bidder to cover for any delay and provide flexibility in the period of erection & commissioning. Further the duplicity of LD can be avoided. | | No change in NIT |
| 38 | Payment - Payment of equipment in foreign Currency | 8.3.1, SCC | For payment of equipment in foreign currency 80% payment of the net CIF value will be made through unconfirmed, irrevocable letter of credit against submission of: A. shipping documents; B. Self-attested copy of acceptance letter of the PBG as per Clause 2, SCC, Sec-IV by the concerned subsidiary OR Self-attested copy of acceptance letter of the extended SDBG as per Clause 1.11, SCC, Sec-IV by CIL or letter for deduction of equivalent amount from their bills. C. Copy of Receipted Challan/ Consignment Note of all the consignments. | 80% payment to be released before start date of commissioning . Any delay in final bill payment will be as per LD or availability clause . | Supplier should submit Docs and collect payment against LC when supplier despatches the cargo. So, we suggest removing C.Copy of Receipted Challan/ Consignment Note of all the consignments. | It is requested that the multiple ports are also allowed for shipment. The port in India will be one. This enables us to offer more competitive price. | | No change in NIT. Multiple ports of shipment are not allowed. |

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| 39 | Payment | 8.3.5 (d), SCC | d. Equipment Manufacturer's / Supplier's Warranty / Guarantee Certificate as per GCC Clause-13.2. | | | The items supplied during the spare cap period will also include consumables. The life of the consumables is not as stipulated in clause 13.2 GCC. Please amend the clause suitably to cover such goods. | | Explained above at Sr. No.26. See Clause 13.5, GCC. No change in NIT. |
| 40 | Payment | 8.3.13, SCC | Submission of Documents for Payment in foreign Currency for equipment For 80% Payment: For Payment for equipment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C: k. Copy of Goods Consignment Note supported by Challans of all the consignments, duly received by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered | | Supplier should submit Docs and collect payment against LC when supplier despatches the cargo. So, we suggest removing k.Copy of Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered. | | | No change in NIT. |
| 41 | Price Fall Clause | 9.3, SCC | The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of 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 and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder 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 at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded. Note : i) The currency of contract will mean the period till completion of supply. ii) It shall be responsibility of the supplier to inform the purchaser of offer to supply / supply of 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. iii) The supplier shall submit a certificate along with the bill(s) that it has 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. | | | We trust that this undertaking is to be submitted at the time of submissions of invoice as stipulated in clause and not with the bid. Please remove the word "supplied", as supplier may have done so in the past, may be 4-5 years back. Please add "in India" and reframe it as "PSU or any other private organization in India" Completion of supply of equipment or the complete contract period including Spares Cost Cap period. Please clarify. Please confirm that this is applicable within India. | | The bidder has to confirm acceptance of this clause at the time of bidding. The Price Fall Clause is applicable during currency of Contract only which means the period till completion of supply of equipment. In case of spares and consumables, the currency of contract will be limited to the relevant year in which they are being supplied. It will be applicable world-wide. No Change in NIT |
| 42 | Schedule of Requirements - Expected Delivery Schedule | Table A-1 | Table – A [If the bidder qualifies as per clause – 7 (except sub clause 7.7.2); Provenness criteria, Section-II (ITB)] At least 01 (one) machine within 15 months from the date of signing of Contract. Thereafter at least 01(one) machine per 75 days. | Considering the hinderance in business cycle due to ongoing situation , we request you to kindly arrange to change it to as follows: At least 01 (one) machine within 21 months from the date of signing of Contract. Thereafter at least 02(two) machine per 120 days. | suggest that at least 01 (one) machine within 12 months from the date of signing of Contract | | | No change in NIT |

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| 43 | Schedule of Requirements - Expected Delivery Schedule | Table B-1 | Table - B [If the bidder qualifies against sub clause -7.7.2 of clause - 7: Provenness criteria, Section II (ITB)] 01 (one) machine within 15 months from the date of signing of Contract to be supplied in First lot. Project wise Allocation: 01 (one) machine at Gevra OCP, SECL in first lot. On successful performance of all the machine s supplied in First lot for one year from the date of commissioning, clearance to be obtained from Order Issuing Authority for the remaining quantity to be supplied. | The delivery period in case of 7.7.2 is much relaxed than as requested above , however the performance of the equipments need to be evaluated prior to procurement / Order Placement rather than on the basis of field Trail . CIL may not experiment with such high end products offering CIL Mine sites as proving gorund. If the offered product is not , same may be procured through Trail route only. | | | | This is not acceptable considering the requirement of CIL. No change in NIT. |
| 44 | Schedule of Requirements | Delivery Schedule | Delivery schedule as indicated above, shall reckon from the date of Contract However, in case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed subject to furnishing of all the documents or compliance of all requirements of Customs by the Supplier required for registration of project. In case of direct import, delivery shall not be linked with issue of PCD certificate. | In case of Forgien manufacturers also , delivery should reckon from PCD registration with customs | | | | No change in NIT |
| 45 | Schedule of Requirements | Schedule of Requirements of Services | Total Value of all Consumables Spares & Consumables (per equipment) for first 12 months of warranty period from the date of commissioning for each Equipment. [Summation Of Individual Prices Quoted For Each Item In "BOQ2" Folder (Annexure 5 of NIT) i.e (unit prices multiplied with the quantity of items)] | Considering the contract duration , the float assemblies may be required to maintain the fleet of equipment. The current BOQ is on per machine basis accordingly the provision has to be provided to operate the Cost cap amount across the fleet rather than utilizing it on per equipment basis | | | | No change in NIT. The tender is on per equipment basis. |
| 46 | Schedule of Requirements | Schedule of Requirements of Services | The Supplier's scope of the Contract will include the following I.... II. Providing Services of Supplier's qualified engineer(s)/personnel and manpower (skilled/semi skilled/non skilled) for: A. unloading, transportation to site, storage at site and/or B. transportation from storage to erection site, installation, testing and commissioning. | | Purchaser shall supply the necessary cranes and operators for unloading when the cargo reaching the site and during the erection and commissioning. | | | No change in NIT. |
| 47 | Scope of Supply - Equipment Package | A.1 | The package also includes Consumable Spares and Consumables including oils, greases, lubricants, all GETs for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 12 years under Spares Cost Cap. | | | Please include Wire Ropes. | | Wire Rope is a consumable item. The items which are not covered in the scope of supply are already indicated in the NIT. |

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| 48 | Specific Site Requirements | B.1.1 | GEVRA OC EXPANSION PROJECT Geological Conditions Lateritic soil and sub soil, fine to coarse sandstone, sandy shale and carbonaceous shale. | | What is the approximate Platts hardness coefficient of rock at Gevra opencast project | | | NIT has a provision for visit of site by the bidder before submission of the offer. As per PR, Gevra project OB is consisting of approx. 50% category III (compressive strength > 125 to 250 Kg / cm2) and 50% Category IV rock (Comp. strength (> 250 to 1250 kg/ cm2) |
| 49 | Provision of Spare Parts | C.6.2.1 (i) | i) Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap. | | | We trust the repair kit for repair and reconditioning of the assemblies / sub-assemblies will be part of the Spares Cost Cap. The repair kit will be part of the Price List. | | "repair kit" will have to be part of the spare parts catalogue to be submitted along with supply. In such case, their prices can be part of the price list. However, repairing / reconditioning of the components by the Supplier is not in the scope of Spares Cost Cap. |
| 50 | Provision of Spare Parts | C.6.2.1 | Within the Contract Price, the Purchaser shall agree to purchase all Operational, maintenance and standby/contingency spare parts, consumable items, wear materials, maintenance tools and special tools (hereinafter collectively referred to as "Spare Parts", unless the context requires otherwise) in accordance with the Supplier's recommendations for 13 years for 42 CuM Electric Rope Shovel from the date of issue of the Commissioning Certificate. | | What does wear materials specifically include? | | | Examples of wear material is bucket, and bucket accessories, hinges, pin etc. |
| 51 | Provision of Spare Parts | C.6.2.1 (ii) | The Spares Cost Cap shall be in Indian Rupees (INR) only and exclusive of estimated GST. Estimated GST shall also be indicated separately. 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. | Custom duty (BCD) Variations to be provided along with Exchange rate protection as most of the spares are imported in nature | | Reference is made to Clause 9.1 of Sec-IV-SCC of your above tender for 8 nos. 42 cubic meter electric rope shovels wherein it has been stated that prices stated in the contract shall remain firm and fixed throughout the period of contract. We confirm that the basic price (cost cap value) shall remain firm and fixed for the period of the contract. However, please note that some parts constituting the cost cap would be imported and subject to Forex fluctuation. The period of the cost cap portion is 13 years and it is next to impossible to predict FOX fluctuations over this period. In clause 8.5 SCC regarding payment of agency commission you are considering the Bill selling exchange rate ruling on the date of bill of lading and not that of the contract date. Similarly, we would request you to accept the Bill selling exchange rate prevailing on the year of cost cap portion. For this purpose, we will indicate in our price list the imported items along with the exchange rate considered within the cost cap portion for that year. In case the average change in FX year on year is more than +/- 1%, then the cost cap value for that year for which price list is provided would be adjusted accordingly considering this fluctuation. Sir, this is the first time wherein a tender with 13 years of parts is being asked to quote ONLY in local currency (INR) on FOR/DEM estimation basis at a fixed price. This, it is our earnest request to keep provision of passing on the FX variation impact to the supplier during the tenure of the contract as described above. We appreciate that under Note point no. 2 & 3 of Clause 29 in ITB, you have permitted that CIL shall absorb GST variation and Customs Duty variation. We request you to extend this on to any fresh imposition of statutory levies | | No change in NIT. |

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| 52 | Provision of Spare Parts | C.6.2.1 (iv) | 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..... | 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. Supplying such spares with the OEM price certificate may also be explored to be supplied with OEM price certificate | | | | No change in NIT. |
| 53 | Provision of Spare Parts | C.6.2.1 (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. | | | | | No change in NIT. |
| 54 | Provision of Spare Parts | C.6.2.1 (iii) | The supplier shall submit the comprehensive Price List at least 6 months prior to the 2nd year of operation of the first equipment commissioned (in hard copy duly signed as well as in soft copy), covering all the spares and consumables and assemblies / sub-assemblies etc. required during lifetime of the equipment to CIL. CIL will examine the same with respect to any other Price List, if available, applicable on the first date of applicability like Depot Agreement Price List / RC prices etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. This list may be different from the Depot Agreement price list to the extent that the Price List under Spares Cost Cap will be comprehensive one including all bought out items, oils and lubricants etc. whereas the Depot Agreement Price List normally excludes these items. The approved Price List will be valid at least for a period of one year from its applicable date. If any item appears in this Price List as well as in the Depot Agreement Price List / RC price list / any other approved Price List of the same firm for other equipment, the lowest price will be applicable against all such lists. The time period for such circulation of approved Price List shall be about 3 months prior to the 2nd year of operation of the first equipment commissioned. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the Price List submitted to CIL but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL. | Prices offered against contract can be different from Depot agreement price lists as the validity duration may be different | | | | No change in NIT. |
| 55 | Provision of Spare Parts | C.6.2.1 (iv) | 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. | In any case the price list has to be approved and circulated min 3 months in advance. No separate justification to be asked regarding the spares prices offered for respective Year | | | | No change in NIT. |

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| 56 | Provision of Spare Parts | C.6.2.1 (ix) | Based on the requirement generated as per the fortnightly Inspection Report(s), the Area Excavation Engineer-in-Charge will send to the Area Purchase Cell, the complete details of those spares and consumables against the Open Provisional Purchase Order, which are required for the month/quarter depending on the nature of equipment. The Area Purchase Cell shall thereafter proceed to place Formal Order on the Supplier within 10 days with the concurrence of Area Finance and approval of Area GM. In case the items are not covered in the Open Provisional Purchase Order but the prices are indicated in the approved Price List, the same may also be taken into consideration as long as the limit for Spares Cost Cap is not exceeded. The delivery of the spares and consumables to the Regional/Area Stores shall be made thereafter within 15 days. The materials shall be routed through Regional/Area Stores of the concerned Area (not unit stores / charged off stores). The procedure for acceptance of materials, lifting of materials from Stores, use in the machine and payment to be made shall be as follows: | Pl. clarify the items in price list can be supplied without any formal order to recommission / maintain the equipment | | For electric rope shovel of such large capacity, we require the Open Provisional Order on bi-annual basis. It is thus requested that this Clause be amended accordingly, so that bidder raises the invoice to customer on biannual basis. | | No change in NIT. |
| 57 | Provision of Spare Parts | C.6.2.1 (ix) b | 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. | 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. | | | | No change in NIT. |
| 58 | Provision of Spare Parts | C.6.2.1 (xi) | 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. However, in case the working hours of the equipment cross more than 10% of the maximum working hours in a particular year (i.e. 5500 + 550 = 6050 hours), the Spares Cost Cap value of the immediate succeeding year may be utilized in the immediate preceding year to the extent of 10% (ten percent) value of the <u>succeeding year for the purpose of overhaul of major assemblies</u> . However, payment of such cost of spares and consumables shall be paid only in the <u>subsequent year</u> . | The flexibility of using (Preponding) the cost cap should be provided to supplier. The expected life is an estimation and same may vary accordingly the provision as requested will help supplier improving uotime of machine | | Please amend this clause to include spares and consumables also in the 10% Cap value to be utilized from succeeding year Cap Value in case of additional 10% of working hours. | | No change in NIT. |
| 59 | Provision of Spare Parts | C.6.2.3 | In the event that the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements, the Purchaser will require the Supplier to repossess or repatriate or otherwise dispose of such excess spare parts and consumables in exchange for payment to the Purchaser of the Contract landed Price (with taxes and duties) of the spare parts and Consumables concerned. The Purchaser shall notify the Supplier, in writing of its requirements under this Clause within thirty (30) days of completion of the contract period referred In the event that the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements, the Purchaser will require the Supplier to repossess or repatriate or otherwise dispose of such excess spare parts and consumables in exchange for payment to the Purchaser of the Contract landed Price (with taxes and duties) of the spare parts and Consumables concerned. The Purchaser shall notify the Supplier, in writing of its requirements under this Clause within thirty (30) days of completion of the contract period referred | | | It is requested that in case the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements, due to underutilization of the equipment, the Purchaser will retain the same at end of the contract period. | | No change in NIT. |

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| 60 | Provision of Spare Parts | C.6.2.4 | 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. | we understand that the downtime for the duration will not be considered in calculation of availability. If not than this clause need to be removed. | | | | No change in NIT. |
| 61 | Provision of Spare Parts | C.6.2.5 | The supplier shall not be liable for the supply of additional spare parts and consumables, nor to extend the period referred to in Clause C.6.2.1 hereof, if and to the extent that, additional Spare Parts and Consumables are required by reason of unforeseen accidents, negligence or misuse on the part of the Purchaser. | | | The contract has availability guarantee, it is thus requested that in case of accidental damage during operation of the equipment in the contract period, the same will have to be attended by supplier against separate work order to be issued by the purchaser and the said work order needs to be issued within 21 days from the date of submission of the offer. The equipment down due to Accidental Damage shall be deemed as Available for the entire period till the equipment is deployed back into operation. | | No change in NIT. |
| 62 | Provision of Spare Parts | C.6.2.6 | The assessment of the Supplier of the spare parts requirements shall be based upon the expected working hours per year as defined in the individual Equipment Specifications included in the Technical Specifications. In accordance with the provisions of clause D.8, Part-D of the technical specifications the expected working hours per annum is 5,000 (Five Thousand) hours. The expected working hours per annum as indicated are only approximate hours and may vary + 500 hours. Total duration of contract will be 13 years irrespective of working hours. In case, actual working hour exceeds the expected total working hours of the equipment during the tenure of contract period, then consumable items (the details of the consumable items are to be declared by the bidder in the offer / Spares Cost Cap) will be procured by the purchaser from the Supplier. | | | As highlighted above, the contract has availability guarantee and thus any Spares and Consumables thus required shall be procured from the supplier. | | No change in NIT. |
| 63 | Guaranteed Availability Provisions | C.7 | Equipment 42 CuM Electric Rope Shovel Minimum Annual Guaranteed Percentage (%) Availability 1st to 5th Year 6th to 9th Year 10th to 13th Year 85% 84% 83% | Following should be provided to maintain the equipments 1 scheduled repair every year - 7 Days (Provided vide clause no. D.8 Performance Guarantee) 1 minor Repair - during contract duration - 30 Days 1 Major Repair during contract duration - 45 days same should not be considered as breakdown for computation of annual availability. | | Please make it consistent with the previous tenders. 1st to 4th Year -85% 5th to 6th Year - 84% 7th to 8th Year - 83% 9th to 13th Year-80% | | No change in NIT |

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| 64 | Guarantee | C.7.2.2 | Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including: a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including : changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts. b) planned preventative maintenance programs; It shall not however include: I. damage due to abusive use or incorrect operation methods by the purchaser; II. accidents; III. strikes or stoppage of work by the Purchaser's personnel; IV. natural disaster; V. lack of Spare Parts not attributable to a failure of the Supplier. <u>Note – For (I) & (II), a joint inspection report will be prepared with supplier within 3 days from the date of occurrence of incident and repairing works will be done in consultation with supplier</u> | | | Please refer our comments against clause C.6.2.5. This is further elaborated as below - 2. Suppose a dipper handle has cracked and the same was repaired by third party and it is observed that it again cracked within 2 weeks of working. This way the availability will be affected and is accounted on the supplier. Thus, it is requested that provision asked is incorporated. | Practically, crew changeover time between consecutive shifts would not be considered under downtime. There is a provision of annual Maintenance from 6th year onward, but there is no provision of Major overhaul in tender document. If, Equipment have to provide required guaranteed availability for 13 years of operation, we request you to kindly consider followings: 1. During contract period of 13 Years (156 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 3rd year to 13th year for each machine for planned maintenance of equipment. 2. For major over haul of equipment, 30 days time shall be allowed between 5th to 8th year during the contract period for each equipment in consultation with project Excavation head. | Firm C -It will be dealt as per provision of this clause. Firm D -7 days period for each year from 6th to 13th year shall remain unchanged. However, if 7 days period in full is not used in a particular year, then that period of 7 days may be added in any subsequent year. Thus, 14 days will be allowed in the any subsequent year and that will be maximum for that particular year. This will be suitably stated while concluding contract. |
| 65 | Guarantee | C.7.2.2 (contd.) | 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. 2. Providing co-operation to all Suppliers' authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime. 3. Where appropriate, providing and maintaining such conditions as: • Proper Electrical Supply • Terrain Area • Bench Preparation • Reasonable Floor Conditions 4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities. Maintaining a logbook for each shift wherein the working hours, breakdown hours, maintenance hours, idle hours, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative. | 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 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 . Daily check list to be provided by CIL as per operation manual / suggested by supplier which will be document of daily availability. CIL to carry out activities suggested by supplier on daily basis for completion of JOB .Timelines should be as suggested by supplier. 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 . 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. | | | | No Change in NIT |
| 66 | Compensation for not achieving Guaranteed Availability | C.7.3.3 | 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: 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%. 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. | Apart from 1st Year the penalty should be limited to cost cap amount actually utilized of respective Year | | | | No Change in NIT |
| 67 | Mechanical Specification: | D.3.(e) | Dumping height at maximum radius not less than 6.50 m | Same should be changed to 8 Mtrs Considering the Treuk body height and 2:1 Loading the Maximum Radius has to be changed suitably for smooth loading on trucks | | | | No change in NIT |

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| 68 | Safety Features | D.4.1 | D.4.1 Dipper: 42 Cu.M Rope Shovel shall be supplied with a hard faced, heavy-duty bottom discharge rock dipper of 40-42 CuM capacity as defined by the Society of Automotive Engineers (SAE) Rating/equivalent standard. The struck capacity of the bucket should not be below 40CuM and above 42CuM. The specific weight of steel used in construction of bucket shall be not less than 7800 kg/ cum. All consumable items of the bucket, including tooth points, shanks/ tooth adapters etc. are to be supplied along with the dipper. The tooth points, shanks, etc. should be wear resistant / hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the dipper. The latch bar | However for the purpose of provenness the bucket capacity of higher than 42 CuM struck shall be considered as Quoted Model.(please allow @2.5% upper variation in struck capacity for provenness of model) for proven ness model working with bucket capacity 42cum + 2.5% variation should be accepted . | | | | Same model with 42 cum bucket struck capacity as per SAE or equivalent standard shall be considered as quoted model for provenness purpose.. |
| 69 | Propel | D.4.6 | An independent propel system for each track shall be provided, allowing for counter rotation. Propel brakes shall be provided to stop the machine during any travelling condition and shall be interlocked with the travel controller to prevent travel until the brakes are released. | | | | Please explain in details what is travel controller? | Travel Controller may be joy stick or similar device through which operator controls the movement of a drive. |
| 70 | Revolving frame | D.4.7 | Ballast boxes of sufficient size and proper design shall be provided for required counter balance. The ballast shall be of cast iron ball / grinding media having diameter range as per design requirement. | | | | As per our design, we request you to kindly modify existing clause as follows: Ballast boxes of sufficient size and proper design or special compartments in revolving frame shall be provided for required counter balance. | Ballast box as per manufacturer's design is acceptable. |
| 71 | Machinery House | D.4.8 | Rollers or suitable arrangement shall be provided as rope guides at the entrance to the machinery house for all ropes to prevent any abrasion and damage. | | | | Rollers or suitable arrangement shall be provided as rope guides at the entrance to the machinery house for all ropes to prevent any abrasion and damage. Please details what is Rollers or suitable arrangement shall be provided as rope guides | Rollers, pulley or similar arrangement to be provided as per design criteria of manufacturer for proper movement of rope as per rope drum position. |
| 72 | Drive System | D.5.2 | The cabinets shall, preferably, be located on the operator's side of the machine. | | | | As per our safety norms, electrical cabinet in our equipment usually located in the rear part of excavator. Please confirm that is acceptable. | Accepted as per manufacturers standard design subject to compliance of international standards and safety norms. |
| 73 | Motors | D.5.3 | Motors of suitable ratings with insulated bearings, force ventilated, inbuilt with needed sensors (like bearing temperature, winding temp etc.) and with suitable mounted brakes shall be provided. | | | | Our motors are provided with insulated bearing only from one side. In our system, there is no requirement on both sides. | Motors to be provided as per NIT requirements. |
| 74 | Lighting, | D.5.7 | Adequate LED flood lighting and illumination (Minimum 10Lux outside the machine, so as to cover the working area of the shovel and Minimum 30 Lux inside the machine) at strategic points both outside and inside of the shovel shall be provided for visual observation and night shift operation. <u>The lighting fixtures shall be supplied at maximum 220 V AC / DC fed from main / auxiliary transformer (star point grounded). Earth leakage protection is to be provided with lightine circuit breaker.</u> | | | Kindly also allow 24VDC for lighting system as per your pre-bid comment. | | The NIT provision is for maximum 220V AC / DC, so 24V DC is within the NIT required voltage limit. |
| 75 | Auxiliary Equipment | D.5.10 | <u>The power supply to any auxiliary equipment shall be either 415V 3 phase 50HZ or 220V/110V, 50HZ, single phase with earthed neutral as appropriate.</u> Care should be taken with the use of single-phase circuits to ensure that the loads are balanced across the three-phase supply to avoid tripping on starter. | | | Multiple control circuits operate at 24 VDC on our shovels. Trust the same is OK | | This clause is for auxiliary equipment supply voltage and not for control voltage. |
| 76 | Safety Features | D.5.13 | 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 any 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 ... (k) Two way communication system other than mobile phone in operator's cabin | | What does it mean specifically? Walkie-talkie | | | Frequency based wireless communication system |

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| 77 | Productivity & HMS | D.7 | 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. The system shall have measuring points and self data capturing facility for followings - This system shall have suitable memory capacity to store all captured vital parameter data in 6 hours or less interval batch form and all real time exception / error data for at least 30 days period and shall have suitable port to download these data to a laptop / data storage system. The supplier shall provide the following: | For Enhanced performance and operator comfort / Guidance / Supervision the points indicated in next column should be incorporated Provision to intelligent controlling of motions under following conditions: Crowd impact reduction •Crowd over-speed prevention •Anti-swing while digging •Hoist stall prevention •Hoist rope slack minimization •Boom jack minimization | | | | The NIT provision is for minimum requirement which the supplier should provide. It is expected that OEM shall provide all additional features as per their standard equipment design. | |
| 78 | | D.7 | This interface facility shall be made available till the working life of equipment. However, the supplier shall provide this interface facility during the contract period as a part of contract cost. To ensure the satisfactory operation of above system, a tripartite agreement shall be signed by the user, supplier and the service provider of OITDS / System Integrator. | Following may be provisioned in the equipment in view of enhanced productivity: Operator Guidance •Automatic material identification •Bench maintenance •Bucket tooth positioning | | | | The NIT provision is for minimum requirement which the supplier should provide. It is expected that OEM shall provide all additional features as per their standard equipment design. | |
| 79 | | D.7 | | The system / onboard data has to be Cloud-based, internet accessible | | | | | Data Transfer Gateway and protocol will be as per the available facility. |
| 80 | | D.8 | Performance Guarantee: During contract period of 13 Years (156 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 6th year to 13th 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. | | | Please note that at least one rehabilitation of the equipment is required during the operation period of 13 years. Hence request you to incorporate a maximum permitted time of 8 weeks (60 days) during the 9th year of operation for the rehabilitation. The period during which the equipment is under rehabilitation will not be considered as down time. This is standard procedure for any long-term contract including the MARC contract under execution by us with CIL. | | 7 days period for each year from 6th to 13th year shall remain unchanged. However, if 7 days period in full is not used in a particular year, then that period of 7 days may be added in any subsequent year. Thus, 14 days will be allowed in the any subsequent year and that will be maximum for that particular year. This will be suitably stated while concluding contract. | |

CIL's Response to the queries of prospective bidders during Pre-Bid Meeting held on 17.08.2021 against Global Tender No. CIL/C2D/42cum ERS/R-120/2021-22/374 Dated 14.07.2021 for Supply, Installation and Commissioning of 42 CuM Electric Rope Shovels Along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 12 years under Spares Cost Cap

| Sl. No. | NIT Clause | Clause No. | Clause Description | Firm A | Firm B | Firm C | Firm D | Response of CIL |
|---------|--------------|-----------------------------|--|--------|--------|---|--------|---|
| 81 | Sample Forms | Annexure 1 (LOB) | <p>.....</p> <p>In case bidder is a manufacturer himself, then they should give above declaration for the Indian Agent/Indian subsidiary/Indian Office of an foreign manufacturer/ Indian Agent / Indian Subsidiary of an Indian Manufacturer in the Manufacturer's Authorization form, Annexure-4 as per clause-10, SCC, Section-IV.</p> <p>15. We confirm that no agent / middlemen / liaisoning agent or any entity in any name other than the <u>disclosed authorized Indian agent</u> is involved in the procurement of goods and services and subsequently, if at any stage, it is found by CIL that this confirmation is false, we shall be liable for penal action as per provisions of the NIT/Purchase Manual.</p> | | | <p>In the Annexure 4, the first point states "...as a matter of our corporate policy do not quote directly ..." & "...and hereby authorize our [Name & Address of Indian Agent/ Indian Office/ Indian Subsidiary] to submit a bid and sign the Contract with you on our behalf against the above Tender. ..."</p> <p>However, part of LOB states that in case the bidder is manufacturer himself then also they need to give Annexure 4.</p> <p>Please confirm, if Annexure 4 can be suitably modified in case bidder is the manufacturer and has Indian Agent and Indian Office for execution of the full contract.</p> <p>Please refer our comments against Clause 22.6.H and modify the underlined portion as "...any name other than the disclosed authorized Indian agent & Indian Office ..."</p> | | Annexure-4 may be suitably modified in case bidder is the manufacturer himself and has Indian agent/Indian office for execution of the Contract. |
| 82 | Sample Forms | Annexure -9 Contract Format | <p>.....</p> <p>bid. In the event of submission of bid through an Indian Agent/ Indian Office/ Indian Subsidiary of Manufacturer</p> | | | <p>In case the bid is submitted by the Foreign Manufacturer directly and not through its Indian Agent/ Indian Office, then please confirm that the contract would only be signed with the Foreign Manufacturer.</p> | | If Indian Agent is to execute Spare Cost Cap, the Contract will also be signed by the Indian Agent. |
| 83 | Sample Forms | Annexure-16 | Sl. No. 2 Check List | | | <p>Sl. No. 1 ask for submission of document in Provenness folder, which is applicable under Clause 17.A.v to 17.A.xii.</p> <p>However, Sl. No. 2 also ask for submission of document against 17.A.v to 17.A.xii in Tech Eligibility Docs.</p> <p>Please clarify</p> | | <p>Sl No 1 is meant for provenness documents i.e. past supply order copies, commissioning and performance certificates only.</p> <p>Sl no. 2 is for rest bidder specific documents.</p> <p>It may be noted that these requirements are against different NIT clauses.</p> |