

कोल इंडिया लिमिटेड

(एक महारत्न कंपनी)
(भारत सरकार उपक्रम)
सामग्री प्रबंधन विभाग
'कोल भवन', प्रीमिसेस नं.04- मार
प्लॉट सं.-ए.एफ-३, एक्शन एरिया-१ए
न्यू टाउन, राजरहाट,
कोलकाता -७००१५६
वेबसाइट : www.coalindia.in

**COAL INDIA LIMITED**

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(A Govt of India Undertaking)
Materials Management Division,
'Coal Bhawan', Premises No.04-
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Sub: Procurement of 16 Nos of 190T Dumpers along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 11 years for 190T Dumpers under Spares Cost Cap.

Global e-tender ref No: CIL/C2D/190T Dumper/R-154/25-26/398 Dated 10.06.2025.

Amendment No 01

The following clauses of the NIT are hereby Amended to the following extant:-

Commercial Clauses

Sl no	Clause no.	Clause in Present NIT	Amended Clause.
1	Clause 7.3 Provenness Criteria of Section II of ITB	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 10 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.	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 10 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

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		<p>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 digitally signed 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. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.</p>	<p>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 digitally signed of their collaboration agreement/MOU 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. If the documents are related to the OEM or principal, the self – certification of OEM or principal shall also be required.</p>

Technical Clauses

Sl no	Clause no.	Clause in Present NIT	Amended Clause.
1	Part 1 Table A ,Sl no 01 of Section V - Schedule of Requirements	<p>At least 06 (six) machines within 06 (Six) months from the date of signing of Contract and thereafter at least 05 nos. machines per month.</p> <p>Project wise Allocation:</p>	<p>At least 06 (six) machines within 10 (Ten) months from the date of signing of Contract and thereafter at least 04(four) machines per month.</p> <p>Project wise Allocation:</p>

Sl no	Clause no.	Clause in Present NIT	Amended Clause.
		<p>(i) Dudhichua, OCP, NCL – 09 nos.</p> <p>(ii) Jayant, OCP, NCL – 07 nos</p> <p>Priority allocation will be indicated in the contract. In case of distribution of tendered quantity among the successful bidders, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>	<p>(i) Dudhichua, OCP, NCL – 09 nos.</p> <p>(ii) Jayant, OCP, NCL – 07 nos</p> <p>Priority allocation will be indicated in the contract. In case of distribution of tendered quantity among the successful bidders, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>
2	Part 1 Table B ,Sl no 01 of Section V - Schedule of Requirements	<p>06 (Six) machines within 06 (Six) months from the date of signing of Contract to be supplied in First Lot.</p> <p>Allocation of first 06 (six) no. machines and project will be indicated in the Contract.</p> <p>On successful performance of all the machines supplied in First lot for one year from the date of commissioning, clearance to be obtained from order issuing authority (with Competent Approval) for the remaining quantity to be supplied.</p> <p>In case of distribution of tendered quantity among the successful bidders under this clause, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier</p> <p>After clearance of successful performance of the 1st Lot:</p>	<p>06 (Six) machines within 10 (Ten) months from the date of signing of Contract to be supplied in First Lot.</p> <p>Allocation of first 06 (six) no. machines and project will be indicated in the Contract.</p> <p>On successful performance of all the machines supplied in First lot for one year from the date of commissioning, clearance to be obtained from order issuing authority (with Competent Approval) for the remaining quantity to be supplied.</p> <p>In case of distribution of tendered quantity among the successful bidders under this clause, above delivery schedule shall be suitably modified at the time of conclusion of Contract on pro-rata basis. However, the commencement period for delivery will remain the same for each supplier</p>

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		<p>The commencement of delivery of first 05 nos. of machine of remaining quantity to be supplied within 05 (Five) months from the date of clearance and balance 05 machine(s) to be supplied thereafter within 01 (One) month.</p> <p>Priority allocation for the balance equipment will be indicated at the time of clearance.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>	<p>After clearance of successful performance of the 1st Lot:</p> <p>The commencement of delivery of first 05 nos. of machine of remaining quantity to be supplied within 05 (Five) months from the date of clearance and balance 05 machine(s) to be supplied thereafter within 01 (One) month.</p> <p>Priority allocation for the balance equipment will be indicated at the time of clearance.</p> <p>Adjustment to the excess supplies, if any, made against the above delivery schedule is admissible in case of subsequent short supplies.</p>
3	C.6.2.1(i) Provision of Spare Parts of Section VI – Technical Specifications	<p>Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.</p> <p>However, only Major Assemblies can be repaired and reused/ or kept as float for use in other machines. Repair will be done based on joint inspection of the User & Supplier. The list of major assemblies which can be repaired and reused are as follows:</p> <ol style="list-style-type: none"> Engine Transmission (where applicable) Differential (where applicable) Wheel Motor (where applicable) Traction Alternator (where applicable) 	<p>Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.</p> <p>However, only Major Assemblies can be repaired and reused/ or kept as float for use in other machines. Repair will be done based on joint inspection of the User & Supplier. The list of major assemblies which can be repaired and reused are as follows:</p> <ol style="list-style-type: none"> Engine Transmission (where applicable) Differential (where applicable) Wheel Motor (where applicable) Traction Alternator (where applicable) <p>f. Hydraulic Cylinders.</p>
4	C.6.2.1 (iv) Provision of Spare Parts of Section VI – Technical Specifications	<p>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</p>	<p>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</p>

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		<p>year of operation of the first equipment commissioned to CIL along with the statement of increase / decrease in item-wise prices from the previous approved price list with proper justification for increase in prices. CIL shall examine the same especially in relation to the increase with the previous year etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. The time period for circulation of approved Price List shall be approximately within 3 months after receipt of the new Price List. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the previous approved Price List in operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.</p> <p>Further, if for the compliance of any statutory, regulatory or environmental regulation or guidelines from DGMS or other institutions / GOI, the new parts for compliance of such regulations may be included in the price list with documentary evidence related to implementation of such guidelines. Otherwise, no items will be included.</p>	<p>to the applicable year of operation of the first equipment commissioned to CIL along with the statement of increase / decrease in item-wise prices from the previous approved price list with proper justification for increase in prices. CIL shall examine the same especially in relation to the increase with the previous year etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. The time period for circulation of approved Price List shall be approximately within 3 months after receipt of the new Price List. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the previous approved Price List in operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.</p> <p>Further if for the compliance of any statutory, regulatory or environmental regulation or guidelines from DGMS or other institutions / GOI, the new parts for compliance of such regulations may be included in the price list with documentary evidence related to implementation of such guidelines. Given the long-term duration of the contract, the parts listed in the price list may be replaced with upgraded or modified versions once during the Seventh year of the contract period, upon submission of documentary evidence justifying such changes. However the annual cost cap value will remain unchanged.</p>

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5	C.6.2.1 (viii) Provision of Spare Parts of Section VI – Technical Specifications	Fortnightly Inspection Report(s) regarding the health of the equipment including all safety features etc. will be prepared jointly by the Supplier and the Excavation Engineer-In-Charge of the Mine/Project for short term and long term planning for requirement of spares and consumables and these joint Inspection Reports will be the basis for assessment and confirmation of requirement of spares and consumables under Spares Cost Cap.	Monthly Inspection Report(s) regarding the health of the equipment including all safety features etc. will be prepared jointly by the Supplier and the Excavation Engineer-In-Charge of the Mine/Project for short term and long term planning for requirement of spares and consumables and these joint Inspection Reports will be the basis for assessment and confirmation of requirement of spares and consumables under Spares Cost Cap.
6	C.6.2.1 (ix) Provision of Spare Parts of Section VI – Technical Specifications	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:	Based on the requirement generated as per the Monthly 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

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7	C.7 of Section VI – Technical Specifications	Guaranteed Availability Provisions: <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Equipment</th><th colspan="2">Minimum Annual Guaranteed Percentage Availability</th></tr> <tr> <th></th><th></th><th>1st to 6th year</th><th>7th to 12th year</th></tr> </thead> <tbody> <tr> <td>1</td><td>Rear Dumper</td><td></td><td></td></tr> <tr> <td></td><td>190T</td><td>85%</td><td>80%</td></tr> </tbody> </table>	Sl. No.	Equipment	Minimum Annual Guaranteed Percentage Availability				1 st to 6 th year	7 th to 12 th year	1	Rear Dumper				190T	85%	80%	Guaranteed Availability Provisions: <table border="1"> <thead> <tr> <th>Sl. No.</th><th>Equipment</th><th colspan="2">Minimum Annual Guaranteed Percentage Availability</th></tr> <tr> <th></th><th></th><th>1st to 5th year</th><th>6th to 12th year</th></tr> </thead> <tbody> <tr> <td>1</td><td>Rear Dumper</td><td></td><td></td></tr> <tr> <td></td><td>190T</td><td>85%</td><td>80%</td></tr> </tbody> </table>	Sl. No.	Equipment	Minimum Annual Guaranteed Percentage Availability				1 st to 5 th year	6 th to 12 th year	1	Rear Dumper				190T	85%	80%
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8	D.8 Performance Guarantee: of Section VI – Technical Specifications	<p>In accordance with the provisions of clause C 6.2.6 of the technical specifications the expected working hours per annum from 1st year to 5th year are 5500 (Five thousand five hundred) hours, from 6th year to 9th year are 5000 (Five thousand) hours and from 10th year to 12th year are 4500 (Four thousand five hundred) hours for 190 Ton Dumper. The expected average working hours per annum as indicated are only approximate hours and may vary (+/-) 500 hours.</p> <p>In case, actual working hours of the equipment exceeds total 67,000 $\{[(6000 \times 5) + (5500 \times 4) + (5000 \times 3)] = 67,000\}$ hours during the tenure of 12 years (144 months) of contract period, then spares & consumables items, if additionally required and agreed by the Purchaser, will be procured by the Purchaser from the Supplier.</p> <p>In accordance with the provisions of clauses C 7.2.2 and C 7.3.2 of the technical specifications the supplier shall guarantee that the availability of</p>	<p>In accordance with the provisions of clause C 6.2.6 of the technical specifications the expected working hours per annum from 1st year to 5th year are 5500 (Five Thousand five hundred) hours, from 6th year to 9th year are 5000 (Five thousand) hours and from 10th year to 12th year are 4500 (Four thousand five hundred) hours for 190 Ton Dumper. The expected average working hours per annum as indicated are only approximate hours and may vary (+/-) 500 hours.</p> <p>In case, actual working hours of the equipment exceeds total 67,000 $\{[(6000 \times 5) + (5500 \times 4) + (5000 \times 3)] = 67,000\}$ hours during the tenure of 12 years (144 months) of contract period, then spares & consumables items, if additionally required and agreed by the Purchaser, will be procured by the Purchaser from the Supplier.</p> <p>In accordance with the provisions of clauses C 7.2.2 and C 7.3.2 of the technical specifications the supplier shall guarantee that the</p>																																

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		<p>each equipment shall be not less than 85% (eighty-five percent) annually for a period of 1st year to 6th year of operation and 80% (eighty percent) annually for a period of 7th year to 12th year of operation from date of commissioning.</p> <p>During contract period of 12 Years (144 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 5th year to 12th year for each machine for planned maintenance of equipment. This down time [maximum period of 07 (Seven) days] arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This period of 07 (Seven) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spillover of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.</p> <p>Since it is a long duration contract 3 time additional stoppage of 15 days will be provided during the contract duration (one during (5th to 7th Yr) & other during (8th to 10th Yr) & 3rd time during (11th & 12th Yr). This will be in addition to 7 days mentioned in the clause. These 15 days can be clubbed with the 7 days or can be implemented separately in that particular year.</p>	<p>availability of each equipment shall be not less than 85% (eighty-five percent) annually for a period of 1st year to 5th year of operation and 80% (eighty percent) annually for a period of 6th year to 12th year of operation from date of commissioning.</p> <p>During contract period of 12 Years (144 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 4th year to 12th year for each machine for planned maintenance of equipment. This down time [maximum period of 07 (Seven) days] arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This period of 07 (Seven) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spillover of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.</p> <p>If unused the 7 days stoppage period will lapse and shall not be carried over to the next year.</p> <p>Since this is a long-term contract, an additional stoppage of 15 days will be allowed three times during the contract period: once in a block period of 3 years namely from 4th–6th year, once in the block of 7th–9th year, and once in the block of 10th–12th year. These are in addition to the 7 days</p>

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			mentioned in the clause. The additional 15 days may be utilized separately or clubbed with the 7-day stoppage period mentioned in the clause. If unused the 15 days stoppage period will lapse at the end of the block period and shall not be carried over to the next block. The 15 days stop period can be availed in one go or in not more than 02 spells during the block period of 03 years, provided such usage remains confined within the respective 3-years block.
9	D.4.17.f Warning Alarms/Lights/Indicators of Section VI – Technical Specifications	f. High wheel motor temperature	f. High wheel motor temperature (if applicable)
10	D.5 Safety Features of Section VI – Technical Specifications	D.5 Safety Features: All safety features & devices as per Govt. Of India Gazette notification no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS Circular No. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27.02.2020 and subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment. <ul style="list-style-type: none"> a. Mechanical steering locking to prevent untoward movement of steering wheel and tyre during work persons working below the cabin while engine is running. b. Mechanical type device to protect operator in case of head to tail collision of dumpers. c. Limiting speed device to limit the speed as per working conditions. 	D.5 Safety Features: All safety features & devices as per Govt. Of India Gazette notification no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS Circular No. DGMS (Tech) Circular No. 06 of 2020 Dhanbad dated 27.02.2020 and subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment. <ul style="list-style-type: none"> a. Mechanical steering locking to prevent untoward movement of steering wheel and tyre during work persons working below the cabin while engine is running. b. Mechanical type device to protect operator in case of

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		d. Proximity warning device. e. Dump body raised position indicator with Warning. f. Rock ejectors for tandem tyres. g. Body raised position mechanical locking arrangement during maintenance. h. Engine cutoff arrangement/ Battery Cut-off switch on front lower portion of the Dumper. i. Cabin Guard Extension/Canopy fully covering operator's cabin. j. Load Indicators. k. Auto dipping System. l. Rear Vision Camera. m. Warning System for Operator Fatigue. n. Proximity Warning Device. o. Propeller Shaft Guard (where applicable)	head to tail collision of dumpers. c. Limiting speed device to limit the speed as per working conditions. d. Proximity warning device. e. Dump body raised position indicator with Warning. f. Rock ejectors for tandem tyres. g. Body raised position mechanical locking arrangement during maintenance. h. Engine cutoff arrangement/ Battery Cut-off switch on front lower portion of the Dumper. i. Cabin Guard Extension/Canopy fully covering operator's cabin. j. Load Indicators. k. Auto dipping System. l. Rear Vision Camera. m. Warning System for Operator Fatigue. n. Proximity Warning Device. o. Propeller Shaft Guard (where applicable) p. 360 Deg Camera

All the other terms & Conditions shall remain unchanged.

GM(MM/HoD),CIL