

**CIL's Response to Queries/Suggestions of prospective bidders against Tender no. CIL/C2D/20 CuM ERS/2023-24/392 dated 17.10.2023 for Supply, Installation and Commissioning of 2 nos. of 20 CuM Electric Rope Shovels Along with Consumable Spares and Consumables for warranty period of one year and thereafter Spares and Consumables for a period of 10 years under Spares Cost Cap**

Sl. No.	NIT Ref.	NIT Clause	Pre-Bid Inputs	CIL's Response
1	I-IFB 4.11	Online Submission of Offers: (i) Start Date and Time – 21.11.2023 from 11.00 Hrs (IST) (ii) Last Date and Time – 06.12.2023 upto 17.00 Hrs (IST)	<b>Firm-A:</b> You are kindly requested to extend the last date of online submission up to 20.12.2023 as we need more clarification from your side for preparation and submission of our offer.	Extended as sought.
2	II-ITB 5.1.i,ii,iii	<p><b>i. <u>Foreign Manufacturers:</u></b> Foreign Manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender.</p> <p><b>ii. <u>Indigenous Manufacturers:</u></b> Indigenous manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender. Indigenous Manufacturer can be 'Class-I Local Supplier' or 'Class-II Local Supplier' as defined under Clause-38, ITB, Section-II.</p> <p><b>iii. <u>Indian Agent:</u></b> Authorized Indian Agent of a foreign manufacturer or indigenous manufacturer is also eligible to quote on behalf of its principal against the tender, in case manufacturer does not quote directly to any organization in India as a matter of its corporate policy (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints). However, in such case, authorized Indian Agent shall have to upload scanned copy of tender specific Manufacturer's Authorization as per Annexure-4, Sample Forms, Sec-VII, signed and stamped by the manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date along with the offer. The manufacturer is also required to submit a certificate that it is not quoting directly against the tenders of any organization in India (excepting the situations mentioned above, if applicable) as a matter of its corporate policy and if, subsequently, at any stage, it is found that it has quoted directly to any organization in India excepting</p>	<p><b>Firm-B:</b> We request that below language be included in clause 5.1.i and 5.1.ii in place of 5.1.iii  <i>"In case the foreign/indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4b, Sample Forms, Sec-VII, signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer."</i></p> <p>All other clauses of eligibility are properly defined to cover their respective modality of BID. Inclusion of this portion will cover the allowance of "Indian agent/Indian office/Indian subsidiary" when "Foreign Manufacturer" or "Indigenous Manufacturer" is bidder in the subject tender.</p> <p>Further, please confirm that when foreign manufacturer is bidder and having involvement of "Indian agent/Indian office/Indian subsidiary" then it will <b>indicate the eligibility clause as 5.1.i and will provide the details of Indian agent/Indian office/Indian subsidiary in CPS accordingly.</b></p>	<p>No change in NIT.</p> <p>In case foreign manufacturer who is directly bidding and has an Indian Agent / Office / Subsidiary, they shall quote under 5.1.i and provide their Indian Agent / Office/ Subsidiary</p>

		<p>the situations mentioned above, 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 provision of this NIT/ CIL Purchase Manual, if the justification provided by the bidder has not been considered adequate and satisfactory by CIL.</p> <p>The authorized Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of documents like certificate of incorporation / registration etc. along with the offer.</p> <p>The Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.</p> <p>In case an Indian Agent is participating in a tender on behalf of one manufacturer, it is not allowed to participate / quote on behalf of another manufacturer in the same tender for the same item / product. Further, in a tender, either manufacturer can quote or its authorized Indian Agent can quote but both are not allowed to participate/ quote in the same tender. Also one manufacturer can authorize only one agent to quote in a particular tender.</p> <p>All the bids, not quoted as per the above guidelines, will be rejected.</p> <p>The term 'Agent' broadly includes Distributor, Dealer, Channel Partner etc.</p> <p>In case the foreign/indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure-4b, Sample Forms, Sec-VII, signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer.</p>		<p>details in the CPS and Commercial Docs, as per NIT provisions.</p>
3	II-ITB 5.3	<p>The bidder / manufacturer shall have After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL's personnel, etc.</p>	<p><b>Firm-B:</b> Please confirm that facilities of <i>Indian office / Indian subsidiary</i> are also acceptable.</p>	<p>After Sales Service Support facilities of Indian Office / Indian Subsidiary shall also be acceptable. However, all details</p>

	<p>Details will also include information about the ownership of the facilities i.e. whether they are owned by the manufacturer or its authorized Indian Agent.</p> <p>Note: The minimum criteria for After Sales Service Support facilities shall be as follows:</p> <ol style="list-style-type: none"> <li>i) Proper Depot / warehouse to store required spare parts for facilitating timely supply of spare parts and consumables required at the site for repair and maintenance of the requirement.</li> <li>ii) Workshop facilities comprising following for servicing, repairing and testing of assemblies/sub-assemblies of the offered equipment: <ol style="list-style-type: none"> <li>a) Adequate machine shop for the intended jobs;</li> <li>b) Welding facilities of suitable capacity;</li> <li>c) Repairing and assembling facilities of all major mechanical and electrical components including hydraulic items;</li> <li>d) Proper tools and tackles including pneumatic /hydraulic torque wrenches of suitable capacity;</li> <li>e) Proper washing facilities</li> <li>f) Compressor for associated works;</li> <li>g) Suitable material handling facilities including EOT / mobile crane, forklifts, etc.</li> <li>h) Proper testing and measuring tools to ensure quality of repair / assembled product.</li> </ol> </li> <li>iii) Training facilities to impart classroom and on the job training to the CIL's personnel</li> <li>iv) The facilities should have sufficient trained personnel to carry out all activities</li> <li>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.</li> </ol> <p>In case the bidder/ manufacturer does not have the After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide additional PBG for 30% of the contract value, which will be released after establishment of After Sales Service Support</p>	<p>Also, if possible, please amend the clause to read as "..... Details will also include information about the ownership of the facilities i.e., whether they are owned by the manufacturer or its <u>authorized Indian Agent, Indian office/Indian subsidiary.</u>"</p> <p>Please confirm that facility established by Indian Agent, Indian office/Indian subsidiary within the completion period of warranty of the first equipment commissioned is acceptable when Manufacturer is the BIDDER and giving declaration regarding 30% PBG.</p> <p>Also, confirm that 10% PBG will not be concurrent with 30% PBG.</p> <p>Please confirm both the PBGs will be calculated as per SCC Clause 1.1 and not on full contract value.</p>	<p>as per the Clause 5.3 ITB shall have to be fulfilled.</p> <p>Facilities to be established by Indian Agent / Office / Subsidiary within the specified time is acceptable when the Manufacturer as bidder has submitted the declaration regarding additional 30% PBG.</p> <p>10% PBG is required for ensuring performance of the equipment. Additional 30% PBG is for ensuring creation of After Sales Service Support facilities for such bidders who give undertaking that they will create the After Sales Service Support facilities within the specified period as per NIT terms.</p> <p>10% PBG will be calculated as per SCC Clause-1.1. However, the 30% PBG shall be on the full contract value as per NIT provisions.</p> <p>No change in NIT.</p>
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4	II-ITB 7	<p><b>Provenness Criteria</b></p> <p>Procurement against this tender shall be made only for proven equipment on complying with the provenness of any of the clauses below or on complying with <u>Clause 7.7.2, ITB of the NIT</u>. Equipment offered by a bidder shall be considered proven as detailed herein below. The bidders should clearly indicate in their offer the sub-clause against which they claim to have quoted for proven equipment and evaluation shall be done only as per the sub-clause indicated.</p>	<p><b>Firm-B:</b></p> <p>We trust that the underlined portion will be 7.7 i.e., Acceptance criteria for Similar Equipment.</p>	<p>Explained during the Pre-Bid Conference.</p> <p>No change in NIT</p>
5	II-ITB 7.3 7.4	<p>...</p> <p>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. ....</p>	<p><b>Firm-B:</b></p> <p>Please confirm that “successful performance” and “satisfactory performance” means one and the same in context of this NIT. This is being requested since the term “satisfactory performance” has been defined in the NIT.</p>	<p>“Successful Performance” and “Satisfactory Performance” have been used in the NIT in different contexts.</p>
	II-ITB 7.5	<p>... Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment...</p>		
	II-ITB 7 Note: i	<p>‘Satisfactory Performance’ means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of three years from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied as mentioned at clause-17A (ix). The performance of all the machines in the particular contract/order which have completed the required period of performance shall have to be provided for technical evaluation purpose.</p>		

6	II-ITB 7 Note: v	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.	<b>Firm-B:</b> Please confirm that for the underlined statement, OEM or <u>related group company of parent holding company</u> ” will be considered for proven-ness of the quoted model provided the link to OEM is established. This is being sought in line with ITB clause 17.A.v where the order placed on intermediaries is accepted provided the link with 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.  The request is already within the provision of NIT clause 17. A. v as referred by the firm.  No change in NIT.
7	II-ITB 14.2.iii.e	In case, bidder is quoting for equipment in foreign currency, bidder may supply the items of the offered equipment as mentioned below and in Note of the Annexure-6 of the technical specification of NIT in INR for fitment in each equipment during erection and commissioning. A complete list of such items ( <b>without prices</b> ) is required to be uploaded as per [Annexure-6].  Only the following items may be quoted in Annexure-6: i. Trailing cable ii. Field Switch iii. Crawler shoes iv. Wire rope v. DGMS Safety items/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. vi. Transformer vii. Automated lubricating system viii. Air compressor ix. Gets (Tooth points, Adapters, Shroud, Fasteners) x. Tools and tackles  In case items beyond this list are quoted for, then the bid may be deemed non-responsive.	<b>Firm-A:</b> The following items are requested to be included in the list uploaded as per Annexure-6: 1. Oils and greases; 2. Automatic Fire Detection & Suppression System. Both items as above are normally purchased at the Indian market for fitment of equipment during erection and commissioning.	This clause is for items sourced indigenously in INR for fitment in the equipment during commissioning i.e. any item which is not a major integral part for constitution of the basic tendered equipment and applicable for the bidders quoting for equipment in foreign currency.  First Fill of OEM recommended Oil and Greases or its equivalent available in India is to be supplied by the Supplier at their cost. Hence, it shall not be included in Annexure 6.  Automatic fire detection and suppression system is included in item no. (v).  No change in NIT
8	II-ITB 16.A	<b>Submission of EMD:</b> <b><u>In Indian Rupees (INR):</u></b>	<b>Firm-A:</b> We participate as foreign company and we plan to submit EMD in INR for the whole contract	

	<p>The value of the Earnest Money to be submitted by the tenderer shall be Rs. 50.00 Lakhs (Rupees Fifty Lakhs only)]. The Earnest Money has to be deposited online only within the last date and time for submission of online offer, failing which the online offer will not be considered.</p> <p>Earnest Money can be deposited by following modes only:</p> <ol style="list-style-type: none"> <li>Online fund transfer through Net banking using Payment Gateway available on portal.</li> <li>NEFT/ RTGS from any Scheduled Bank to the Virtual Pool Account of the Purchaser strictly as per the challan generated by the bidder on e-procurement portal.</li> </ol> <p>No other mode for payment is acceptable for submission of EMD in INR.</p> <p>The EMD payment through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to the Purchaser's Bank account before bid submission, otherwise the bidder shall not be able to freeze bid in the portal. It is advised that the payment of EMD should be made at least 2 days prior to due date and time of submission of tender to avoid any complication in submitting online bid before the scheduled last date and time of submission. It is further advised that after successful payment, bidder should confirm receipt of EMD at Purchaser's A/C through "Payment Verification" Link available on the portal. Freezing of bid can be done only after completion of EMD submission process.</p> <p>If the payment is made by the bidder within the last date and time of bid submission but is not received in Virtual Pool Account of the Purchaser within the specified period due to any reason, the bid will not be accepted by the System/ Purchaser. However, the EMD will be refunded to the bidder's account automatically.</p> <p>The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund of the EMD.</p> <p><b><u>In US Dollar (USD):</u></b></p> <p>The value of EMD to be submitted by the foreign bidder shall be USD 59,630 [USD Fifty Nine Thousand Six Hundred Thirty Seven]. The amount of EMD has to be credited in Purchaser's Bank Account within the last date and time for submission of online offer, failing which the online offer will not be considered. Foreign bidders will have to remit the EMD of USD 59,630 directly to the Purchaser's Bank Account mentioned below:</p>	<p>(including the Equipment). We see two options to make payments:</p> <ol style="list-style-type: none"> <li>Payments from Gazprombank (Russia) VOSTRO INR account to the Purchaser's account through NEFT/RTGS via UCO Bank (India) as a correspondent bank;</li> <li>Payment from Indian bank account of IZ-KARTEX Branch Office in Sberbank India to the Purchaser's account through NEFT/RTGS on behalf of principal manufacturer.</li> </ol> <p><b>Please clarify whether these two options are acceptable for the Purchaser?</b></p> <p><b>Further please clarify whether these two options can be used for SD and PBG submission?</b></p>	<p>Submission of EMD by a Foreign Manufacturer is allowed as per the NIT terms.</p> <p>However, since both Gazprombank(Russia) and Sberbank (Russia) are in the Sanctions List, CIL may not be in a position to refund to these accounts in case of the transaction involves entities / banks / ports / vessels appearing in the SDN/SDGT list of the US OFAC or are covered by other EU / UN sanctions because CIL/NCL's Bankers may not agree to such payment irrespective of the currency involved. Further, it may be noted that IZ-Kartex Branch Office in India will have to be included in the bid as their Indian office.</p> <p>SDBG and PBG have to be submitted in the same currency (ies) in which the Contract is signed. Hence, the submission of SDBG and PBG in INR is not possible for equipment portion which necessarily will be in foreign currency.</p> <p>No change in NIT.</p>
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9	II-ITB 16.C	<p><b>Refund of EMD:</b>  EMD in Indian Rupees of unsuccessful bidders (except the bidders whose EMD is to be forfeited) will be auto refunded as and when they are declared unsuccessful, directly to the source account, without any interest. No claim from the bidders will be entertained for receipt of the refund into any account other than the source account.</p> <p>In case the tender is cancelled, then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.</p>	<p><b>Firm-B:</b>  The cancelled cheque is not applicable for our receivable accounts. Please accept the “Bank Mandate” as in earlier tenders. Also, foreign currency payments are made through LC and this requirement can be waived off. L1 bidder will provide banking details with the submission of SDBG’s for establishment of L/C.</p>	<p>In case cheque is not issued by foreign Banks for receivable accounts, the complete details for opening of LC as well as refund of EMD in foreign currency should be mentioned in the CPS. Further, as an added precaution, a document from the Bank may be uploaded in Commercial Docs</p>

		<p>If the bidder withdraws its bid online before deadline for submission of tender, then the EMD will be refunded automatically after opening of the tender.</p> <p>The EMD of the Successful Bidder will be refunded, without any interest, through e-payment on receipt of required Security Deposit (if applicable) from the bidder.</p> <p>If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical fault of the portal/system, then it will be paid through e-payment within 30 days.</p> <p>All such e-Payments shall be made as per banking details provided in the CPS and copy of cancelled cheque uploaded in Commerical Docs by the bidder.</p>		<p>for this purpose indicating the said details.</p> <p>No change in NIT.</p>
10	II-ITB 17.A.i.e	In case the bidder or its Indian Agent do not have the above facilities (After Sales Service Support 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.	<p><b>Firm-B:</b> Please amend the clause to read as “In case the bidder or its Indian Agent, <b>Indian office/Indian subsidiary</b> do not have the above facilities in India .....”</p>	<p>Clarification given against Clause 5.1, ITB above will be applicable. However, after sales service support facilities shall be as per NIT provisions only.</p> <p>No change in NIT.</p>
11	II-ITB 17.A.v	The bidder shall upload scanned copies of supply orders, signed and stamped by itself and the Original Equipment Manufacturer (OEM) and digitally signed, for the offered model and/ or similar equipment (as the case may be) received by them from various customers covering at least for the number of machines against which the bidder has claimed to offer proven equipment as per Clause-7, ITB, Section-II of the NIT. In case the bidder is OEM itself, <u>self-certified and digitally signed</u> copies of supply orders as mentioned above are required to be submitted. In case, the supply order is not placed by the end user (Customer where the equipment is in use) directly on the OEM but on an intermediary or a series of intermediaries, then documentary evidence establishing the linkage from the end user to the OEM involving all such intermediaries / entities, shall be provided by the bidder, signed and stamped by itself and the OEM and digitally signed. In case of Contracts/Supply order(s) of CIL (HQ), if complete Contract details are provided, then there will be no necessity for submission of the copy of said Contracts/Supply order(s).	<p><b>Firm-B:</b> We trust “digitally signed copies” would also cover word “self-certified”.</p>	Self-certified copies submitted digitally will be considered as “digitally signed copies”.
12	II-ITB 22.2	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	<p><b>Firm-A:</b> Due to geopolitical issues, there are international limitations for the payments in the foreign currencies</p>	



		<p>equipment in foreign currency and thereafter Spares &amp; Consumables for a period of 10 years under Spares Cost Cap for 2<sup>nd</sup> to 11<sup>th</sup> year of operation for each equipment in INR. The Foreign Manufacturer may also quote for supply of consumables spares &amp; consumables for 12 months of warranty period from the date of commissioning of the equipment in INR.</p>	<p>stated in the NIT (USD/EURO/JPY/AUD/GBP/SEK/KRW).</p> <ol style="list-style-type: none"> <li>1. In this respect, you are requested to include the Russian Ruble (RUB) in the list of the currencies in which the foreign Bidder may quote the price of the Equipment.</li> <li>2. In this respect, you are requested to allow us to quote for supply of Equipment in INR as a foreign bidder.</li> <li>3. In case the foreign Bidder is allowed to quote the price of the Equipment in Russian Ruble, we ask you to include in the Contract the provision of Payment for equipment to the Suppliers RUSSIAN RUBLE (RUB) account in Russian Federation.</li> <li>4. In case the foreign Bidder is allowed to quote the price of the Equipment in INR, we ask you include in the Contract the provision of Payment for equipment through VOSTRO INR account in UCO Bank (India) to the Supplier's account at Gazprombank (Russian Federation) Or To the Supplier's Indian branch office account (INR) in Sberbank India.</li> </ol> <p><b>Firm-B:</b> Please note that it is impossible to predict the FX variation over the period of the contract. In clause 8.5 of SCC regarding the payment of agency</p>	<p>Russian Ruble is presently not a freely convertible currency. Also, it is not mentioned in the SBI Forex Card rates or RBI website. Hence, allowing Russian Ruble as a currency is not feasible.</p> <p>Also, quoting in INR by foreign manufacturer for equipment is not feasible as per NIT terms</p> <p>Not applicable in view of reasons mentioned above.</p> <p>Not applicable in view of reasons mentioned above.</p> <p>Hence, no change in NIT.</p> <p>No change in NIT.</p>
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13	II-ITB 23	<p><b>Bid Currencies:</b> The prices shall be quoted in the following currencies:</p> <p><b>i). For Indigenous Manufacturer:</b> For Goods and Services that the bidder will supply from within the Purchaser's country, the prices shall be quoted in INR.</p> <p><b>ii). For Foreign Manufacturer:</b> For Goods and Services that the bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following currencies US Dollar, EURO, GB Pound, Japanese Yen, Australian Dollar, Swedish Krona and Korean Won. The chosen foreign currency should be the same for the equipment and consumable spares and consumables during 1<sup>st</sup> year of operation.</p> <p>Foreign manufacturers can quote for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in INR also.</p>	<p>Firm-A"</p> <p>We would like to mention that as per Section II Clause-23 – Bid Currencies, we as a foreign original equipment manufacturer are ready to quote the equipment and consumables spares and consumables for 1<sup>st</sup> year of operation in US Dollars. In order to avoid any potential complications in payments using USD as the payment currency that may arise due to the factors that are out of control of both of our companies, we ask you to confirm that CIL is ready to include following clause regarding payments in the Contract :</p> <p>If payment in USD is not possible due to the reasons that are out of control of the Parties, the Buyer is to make correspondent payment in INR using the USD/INR exchange rate of RBI effective at the date of correspondent payment at the bank account of the Supplier agreed by the parties".</p>	No change in NIT.
14	IV-SCC 2.5	The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract.	<p><b>Firm-B:</b> Please confirm that if PBG's are submitted equipment wise as permitted under clause 2.4, they shall be valid till 3 months after the completion of contractual period of that equipment.</p>	<p>PBGs submitted as Performance Guarantee of the equipment are to be valid till 3 months after completion of contractual period of all the equipment under the contract, even if submitted equipment-wise.</p> <p>No change in NIT.</p>
15	IV-SCC 2.9	In case of successful tenderer which does not have the After Sales Service Support facilities in India, as mentioned in Clause-5.3, ITB, Sec-II, additional Performance Bank Guarantee for the 30% value of the total landed value of the contract including all taxes, duties and other costs and charges shall have to be submitted to CIL (HQ). This additional 30% PBG will be released after establishment of After Sales Service Support facilities in India for the ordered equipment within completion of warranty period	<p><b>Firm-B:</b> We trust this 30% PBG will be submitted for claiming 80% of the payment, just like the regular PBG's. 30% PBG will be arrived as per SCC Clause 1.1. Kindly confirm.</p>	The additional 30% PBG is to be submitted for claiming 80% payment of the 1 <sup>st</sup> equipment in foreign / Indian currency. In fact, no payment will be made either in INR / foreign currency without additional 30% PBG where applicable.

		<p>of the first equipment commissioned or earlier subject to confirmation of the same by GM/ HOD (EED), CIL in consultation with GM/HOD (Excavation) of the subsidiaries concerned where the equipment(s) have been deployed.</p> <p>However, the supplier shall have to first submit the PBG / convert the submitted SDBG in line with Clause-2.1 above, before release of additional 30% PBG. The total contract period is 11 years from the date of commissioning of all the equipment covered in the contract. This 10% PBG (as per Clause-2.1) will be released after satisfactory performance of all equipment and fulfilment of contractual obligations.</p>	<p>Also, please confirm that 30% PBG will be released within 30 days of receipt 10% PBG along with confirmation by GM/ HOD (EED), CIL and GM/HOD (Excavation) of the subsidiaries concerned where the equipment(s) has been deployed.</p> <p>In the event the facility is ready and confirmed by GM/ HOD (EED), CIL and GM/HOD (Excavation) of the subsidiaries concerned before claiming 80% payment of the 1st machine then the 30% PBG will not be required. Kindly confirm the same.</p>	<p>The additional 30% PBG shall be on total landed value of the contract.</p> <p>The 30% PBG will be released after confirmation from HOD (EED), CIL and HOD (Excv) of the concerned Subsidiary regarding establishment of After Sales Service Support facilities in India for the ordered equipment within completion of warranty period of the first equipment commissioned or earlier.</p> <p>In the event the After Sales Service Support facility is ready and confirmed by GM/ HOD (EED), CIL and GM/HOD (Excavation) of the subsidiaries concerned where the equipment (s) are being deployed , before claiming 80% payment of the 1<sup>st</sup> machine, then the requirement of additional 30% PBG may be waived by CIL with Competent Approval and 80% payment may be allowed without this additional 30% PBG acceptance.</p>
16	IV-SCC 4.a	<p><b>Erection, Testing and Commissioning</b></p> <p>Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI).</p> <p>The supplier shall be responsible for the erection and commissioning within 90 days from the receipt of equipment at site.</p> <p>The purchaser will provide necessary cranes, electricity and fuel required for testing only. All other erection tools &amp; tackles including manpower will be arranged by the supplier. Any substantial delay in providing cranes from purchaser side will be</p>	<p><b>Firm-A:</b></p> <p>For the sake of clarity and to avoid future disputes, the instant clause needs to be modified to the following extent:</p> <p>...</p> <p>The purchaser will provide necessary cranes, electricity, <b>ballast</b> and fuel, <b>if</b> required for testing only. All other erection tools &amp; tackles including manpower will be arranged by the supplier. Any <b>substantial</b> delay in providing cranes, <b>electricity and ballast</b> from purchaser side will be recorded</p>	<p>No change in NIT.</p> <p>Clause D.4.7 of Section VI- Technical Specification of NIT ensures that the purchaser (concerned subsidiary) shall provide the ballast in time to avoid the delay in commissioning.</p>

		<p>recorded jointly for calculation purpose of erection &amp; commissioning time.</p> <p>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 along with accessories.</p>	<p>jointly <b>in hindrance register</b> for calculation purpose of erection &amp; commissioning time <b>and shall be signed jointly by the Supplier and the Purchaser. Hindrance period will be recorded on Commissioning Certificate and supplier will not be liable for any LD for such delay in erection and commissioning from purchaser side.</b></p> <p>...</p> <p><b>Firm-B:</b> 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 &amp; commissioning. Further the duplicity of LD can be avoided.</p>	No change in NIT.
18	IV-SCC 6	<p><b>Transportation (GCC Clause-12)</b></p> <p>Add the following paragraph to the Clause-12.3, GCC: “Marine Freight and Marine Insurance Charges shall be paid at actuals subject to the ceiling of quoted amount. Inland Freight charges and Inland Insurance charges shall be paid at actuals but not beyond the rate/ price quoted under these heads.”</p>	<p><b>Firm-B:</b> Organizations now have blanket insurance policies which cover global shipment / logistics. As such, our ability to provide the documentary evidence for Marine Insurance Charges is difficult. Kindly remove the requirement of document for claiming Marine Insurance.</p>	No change in NIT.
18	IV-SCC 8.3.3	<p><b>Submission of Documents for Payment in foreign Currency for equipment</b></p> <p><b>For 80% Payment:</b> For Payment for equipment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating L/C:</p>	<b>Firm-B:</b>	
	h	Certificate of Country of Origin issued by the Chamber of Commerce of Manufacturer’s Country.	Please accept a self-certified Country of Origin certificate.	No change in NIT
	i	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 self-attested letter for deduction of equivalent amount from their bills.	Please confirm that CIL / CIL Subsidiary will issue acceptance letters of SDBG and PBG upon receipt of SFMS.	<p>For SDBG, no acceptance letter is issued since the Contract is signed only after its acceptance and is part of the Contract.</p> <p>For PBG, the concerned Subsidiary will issue a letter to inform the Contractor about acceptance of the PBG and a copy is to be submitted for claiming 80% payment against the LC.</p>

				No change in NIT.
	1	Copy of Certificate of Insurance.	When the L/Cs are issued, it comes with additional requirement in regard to Insurance certificate etc. which is creating confusion. It is requested that this be taken up with bank so that the scope of documentation for L/C is exactly as per the contract.	No change in NIT.
19	IV-SCC 9.2	<b>Lowest Price Certificate</b> The bidder shall confirm in the CPS that the prices quoted in the tender are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization for equipment and spares and consumables of same specifications.	<b>Firm-B:</b> Please amend this clause to read as: “..... <i>than as quoted to</i> .....”	No change in NIT.
20	IV-SCC 9.3	<b>Price Fall Clause</b> If the contract holder reduces its price or sells or even offers to sell the contracted goods or services following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced with effect from that date for all the subsequent supplies under the contract and the contract be amended accordingly. The provisions of price fall clause will not apply to the following: <ol style="list-style-type: none"> <li>Export/Deemed Export by the supplier;</li> <li>Sale of goods or services as original equipment prices lower than the price charged for normal replacement.</li> <li>Sale of goods such as drugs, which have an expiry date.</li> <li>Sale of goods or services at lower price on or after the date of completion of sale / placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.</li> </ol> <u>Note:</u> <ol style="list-style-type: none"> <li>The currency of contract will mean the period till completion of supply.</li> <li>The bidder is to submit a copy of the last (latest) purchase order for the tendered / similar item(s) received by them from any Organization / Ministry / Department of the Govt.</li> </ol>	<b>Firm-B:</b> Please explain the changes from previous provisions of Price Fall Clause.  Please amend Note.b to read “The bidder is to submit <u>an unpriced</u> copy of last (latest) purchase order .....”	Explained during the Pre-Bid Conference.  The bidder may submit unpriced copy of last (latest) purchase order in their offer. However, in case of becoming L-1 bidder after RA, the priced copy of the Last (latest) purchase order shall have to be submitted.  No change in NIT.

		<p>of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization, along with the offer.</p> <p>c. 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.</p> <p>d. 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.</p> <p>A declaration on the Price Fall Clause shall be undertaken in the CPS.</p>		
21	V-SOR Part I Table-A	<p><b>3. Expected Delivery Schedule at Site</b></p> <p>To comply with the terms of part C.6 of Technical Specifications, Section VI and in consideration of Items 1 and 2 above.</p> <p>The delivery of spare parts and consumables should be made as follows:</p> <p>a) Consumable spares and consumables required for first 12 months of warranty period – to be supplied in two lots within six months from the date of commissioning of the <u>first equipment</u>. No consumable spares and consumables of warranty period will be accepted after completion of 12 months of warranty period.</p> <p>b) Spares and consumables required from 2<sup>nd</sup> to 11<sup>th</sup> year of operation from the date of commissioning of the equipment – To be supplied as per requirement of the user under Spares Cost Cap.</p>	<p><b>Firm-B:</b></p> <p>Trust this is typo error. Please confirm that Consumable spares and consumables required for first 12 months of warranty period is to be supplied in two lots within six months from the date of commissioning of the <i>respective equipment</i>.</p>	<p>Typographical error stands corrected from “first equipment” to “respective equipment”. The same will be corrected while finalizing the contract.</p> <p>No change in NIT.</p>
22	V-SOR Services IV.iii	<p><b>Provision of additional training within the contract period after completion of warranty period.</b></p> <p>The training will be on chargeable basis and additional payment to the supplier will be made at the same rates which have been indicated for mandatory training.</p>	<p><b>Firm-B:</b></p> <p>Please note that contract period is too long and thus please remove “... same rates ...” These rates could be used to justify the new quoted price of the bidder when additional training is sought from the bidder during the contract period.</p>	No change in NIT

23	VI-TS A.5.1.a	Training on simulator module by the bidder at their works/suitable location in India / suitable end user's location is mandatory.	<b>Firm-A:</b> For the sake of clarity and to avoid future disputes, the instant clause needs to be modified to the following extent: Training on simulator module by the bidder at their works/suitable location in India / suitable end user's location is mandatory. <b>This shall be treated as operators training at site.</b>	No change in NIT.
24	VI-TS 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 to in Clause C.6.2.1 hereof.	<b>Firm-B:</b>  Please confirm 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.
25	VI-TS 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 are 5000 (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 11 years irrespective of working hours. In case, actual working hour exceeds the expected annual working hours of the equipment during the tenure of contract period, then <u>consumable items (as declared by the bidder in the offer/Spares Cost Cap)</u> will be procured by the purchaser from the Supplier.	<b>Firm-B:</b>  Please confirm that Spares and Consumables thus required shall be procured from the supplier only since the supplier is liable for availability guarantee.  The bidder / supplier is declaring Consumables only for 12 months warranty period and during spares cost cap period the spares and consumables will be decided as per the provision of clause C.6.1. Please confirm consumables listed for 12 months warranty period is not the basis of "...consumables items ..." in the underlined clause / statement.	No Change in NIT.  In such a case, 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.  However, no spares should be included in such lists.
26	VI-TS C.7.1.3	The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria have not been met in any one (1) month.	<b>Firm-B:</b>  It is requested that availability is to be guaranteed on an annual basis, thus please make such notification in case there is drop in availability in any one (1) quarter.	No change in NIT.

27	VI-TS C.7.2.2	<p>The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment specifications included in the Technical Specifications.</p> <p>The method of assessment applied shall be as follows:</p> <p>Method of Assessment: The following calculation shall determine the availability of the Equipment:  <math display="block">\% \text{ Availability} = [1 - (\text{Downtime} / \text{Scheduled Available Time})] * 100</math></p> <p><u>Scheduled Available Time</u> shall equate to 24 hours daily.</p> <p><u>Downtime:-</u> 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;</p> <p>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.  <i>Note – For (I) &amp; (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</i></p> <p>Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.</p>	<p><b>Firm-B:</b></p> <p>Please confirm that failure on account of Repair undertaken by purchaser, shall be treated as available time for supplier.</p> <p>Please confirm that maintenance of logbook will be based only on machine data and not on manual data. HMS is a mandatory requirement in the equipment.</p>	<p>% availability calculation method mentioned in this clause may be referred.  The downtime (for repair or not) on account of purchaser / user shall not be deducted from Scheduled Available Time of 24 hours daily.  No change in NIT.</p> <p>No change in NIT.</p>
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		<p>The Supplier shall provide a schedule of maintenance required to carry out (a) and (b) above for the contract period of operation and shall state the number of hours required to carry out each maintenance task. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.</p> <p>This schedule of tasks and time will be reviewed periodically by the Purchaser and the Supplier, jointly, to monitor the practicality of the schedule.</p> <p>The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Providing co-operation to all Suppliers' authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.</li> <li>3. Where appropriate, providing and maintaining such conditions as: <ul style="list-style-type: none"> <li>• Proper Electrical Supply</li> <li>• Terrain Area</li> <li>• Bench Preparation</li> <li>• Reasonable Floor Conditions</li> </ul> </li> <li>4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities.</li> <li>5. <u>Maintaining a logbook</u> 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.</li> </ol>		
28	VI-TS C.7.3.3	<p><b>Compensation for not achieving Guaranteed Availability</b></p> <p>In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable for and pay to the Purchaser, as liquidated damages, a sum equal to as indicated hereunder for</p>	<p><b>Firm-B:</b></p> <p>Please confirm that in case there is no pending bill for deduction of LD, then the same would be done</p>	No Change in NIT.

		<p>each equipment against the PBG/ extended SDBG / bills submitted by the bidder as per clause-2 of SCC</p> <p>a. 1% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%.</p> <p>b. 10% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction beyond 5% from the guaranteed availability.</p> <p><i>Note: Whenever deductions for unsatisfactory performance of equipment are made within the tenure of the PBG/extended SDBG/amount held back as PBG, the amount deducted, from the PBG/extended SDBG/amount held back as PBG, should be replenished within a month in order to ensure that the original value, of the PBG/extended SDBG/amount held back as PBG, remains the same.</i></p>	<p>from future bill submissions rather than encashment of such amount from PBG.</p>	
29	VI-TS D.8	<p><b>Performance Guarantee:</b></p> <p>In accordance with the provisions of clause C 6.2.6 of the technical specifications the expected working hours per annum from 1<sup>st</sup> year to 11<sup>th</sup> year are 5000 (five thousand) hours. The expected 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 60,500 [(5500 x 11) = 60,500] hours during the tenure of 11 years (132 months) of contract period, then consumables items as per requirement (the details of the consumable items are to be declared by the bidder in the offer / Spares Cost Cap) shall be arranged by the Purchaser.</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 each equipment shall be not less than 85% (eighty-five percent) annually for a period of 1<sup>st</sup> year to 5<sup>th</sup> year of operation, 84% (eighty-four percent) annually for a period of 6<sup>th</sup> year to 9<sup>th</sup> year of operation and 83% (eighty-three percent) annually for a period of 10<sup>th</sup> to 11<sup>th</sup> year of operation from date of commissioning.</p> <p>During contract period of 11 Years (132 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in</p>	<p><b>Firm-B:</b></p> <p>Please note that at least one rehabilitation of the equipment is required during the operation period of 11 years. Hence request you to incorporate a maximum permitted time of 8 weeks (60 days) during the 9<sup>th</sup> year of operation for the rehabilitation. The period during which the equipment is under rehabilitation will not be considered as down time.</p> <p>This is standard procedure for any long-term contract including the MARC contract under execution by us with CIL.</p>	No Change in NIT.

		consultation with project Excavation head, from 6 <sup>th</sup> year to 11 <sup>th</sup> 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.		
30	VII-SF Annex-1 LOB Clause-2	We confirm to accept all terms and conditions contained in the tender document unconditionally. <u>We also confirm that after award of contract, if any, this tender document shall become part of the Contract Agreement.</u>	<b>Firm-B:</b> Please remove this additional line as the contract document is modified with information relevant to the contract and includes the provisions of CIL Purchase Manual as on date of opening of the bid.	No Change in NIT.
31	Others	Make	<b>Firm-B:</b>  Please confirm if the MAKE to be indicated in TPS, BOQ_1, etc. will be the brand name or the legal name of the manufacturing entity.	Both Brand name and legal name of the manufacturing entity may be entered in the TPS and BoQ-1 under “MAKE” row.