

| Tender no. / NIT Ref no. :CIL/C2D/190T Dumper/R-154/25-<br>Procurement 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 under Spares Cost Cap. (PROJECT WISE EVALUATION) |   |                                 |   |
|--|---|---------------------------------|---|
| SI No.   | Clause Description  | Query From Prospective Bidder A | Query From Prospective Bidder B   |
| 1  | NIT Clause 5.1(ii) Eligible Bidder<br>ii) Indigenous Manufacturers: 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.  |                                 | Query From Prospective Bidder C<br>Tata Hitachi (THCM) requests Coal India Limited (CIL) to clarify if any additional declaration is required by Indigenous Manufacturer quoting directly in this tender.       |
| 2  | ITB Clause 5.1(v) Eligible Bidder<br>..... In such case, the bidder shall be required to submit copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/MOU with foreign (principal) manufacturer digitally signed for the equipment being offered to prove their status as Indian Manufacturing entity of foreign manufacturer. ....   |                                 |   |
| 3  | ITB Clause 6<br>Collaboration and License Agreements<br>The bidders participating under Clause-6 shall also submit a Certificate from Foreign/Indian Manufacturer (Parent) with regard to internal manufacturing arrangement between Indian office / Indian Subsidiary & Foreign subsidiary of Foreign Manufacturer as a valid document to prove their status in such arrangements, If applicable.  |                                 | THCM requests CIL to clarify the requirement of additional document beyond Collaboration Agreement/Licence Agreement/ MoU.  |
| 4  | ITB Clause 7.3<br>Provenness Criteria<br>Further, if any indigenous content is added by the indigenous manufacturer in the proposed model of the equipment,<br><br>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 <b>collaboration agreement with the foreign collaborator</b> 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. |                                 | THCM requests CIL to clarify if the "Indigenous Content" is required Component wise or percentage wise.<br><br>THCM requests CIL to kindly include "collaboration agreement/MOU with the foreign collaborator." |

| 16/398 Dated 10.06.2025<br>ies for post warranty period of 11 years under Spares Cost Cap. (PROJECT WISE EVALUATION) |   |                                 |   |
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|  | Query From Prospective Bidder D   | Query From Prospective Bidder E | Response of CIL   |
|  |   |                                 | The firm has to submit Local Content certificate as per clause no 38.3 of ITB:Section II of NIT and the bidder shall also provide a declaration that "imported items sourced locally from resellers/distributors are excluded from calculation of 'local content', please refer Annexure 19 sl no 11 for details. |
|  | 1. Indian manufacturer is a subsidiary of a Foreign company (parent company). Another foreign associate / subsidiary company of the parent company manufactures the tendered equipment. Indian manufacturer would like to manufacture under internal arrangement with foreign associate / subsidiary company of the parent company and offer the tendered equipment as a local supplier. In such scenario, no separate agreement is made between the Indian subsidiary manufacturer with the foreign subsidiary manufacturer. Kindly clarify the acceptance of the declaration from the parent company as a valid agreement.<br>2. Given the above situation, kindly clarify whether clause 5.1.iv is applicable. |                                 | Clause no 5.1.iv & 5.1.v is self-explanatory, the Bidder shall quote as per NIT.  |
|  |   |                                 | The bidder shall submit documents as per NIT.   |
|  |   |                                 | Indigenization is percentage wise.  |
|  |   |                                 | Amendment no:1 has been issued in this regard   |



| Sl No. | MIT Clause   | Clause Description   | Query From Prospective Bidder A | Query From Prospective Bidder B   | Query From Prospective Bidder C  |
|--------|--|--|---------------------------------|---|--|
| 5      | ITB Clause 7.6<br>Proveness<br>Criteria  | " Similar Equipment" shall be such equipment, which fulfils the following:<br>c) Should have the same drive line/system as per the offered equipment   |                                 |   |  |
| 6      | ITB Clause 17.A.(i)<br>Documents<br>Establishing<br>Bidder's<br>Eligibility and<br>Qualifications  | Tender specific Manufacturer's Declaration in favour of its Indian Agent/Indian office/Indian subsidiary as per [Annexure-4b], Sample Forms, Section-VII, signed by the manufacturer who is quoting directly against the CIL Tender, indicating the Tender Reference No. and date, if applicable.  |                                 |   | THCM requests CIL to clarify the requirement of annexure-4a for the indigenous manufacturer.           |
| 7      | ITB Clause 17.A.(xi)<br>Documents<br>Establishing<br>Bidder's<br>Eligibility and<br>Qualifications | c) The legal agreement/collaboration agreement / license agreement/ MOU evincing collaboration of the Indian Firm/Company with a principal manufacturer must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act.  |                                 |   |  |
| 8      | ITB Clause 22.1<br>Bid Price   | b) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement-Section-V, otherwise their offer will not be considered. If the 50% quantity comes out to be a fraction, the bidder should quote for the next whole number.<br>c) The bidder has to quote for full quantity of a particular project. Quotation of partial quantity of a project will not be allowed.<br>d) If the bidder is not in a position to quote for full quantity of the tender, it may choose the project(s) listed in the Schedule of Requirement ensuring compliance of both the conditions stipulated under sub-clause – (b) & (c) above. In case the bidder quoted only for the project(s) whose total requirement is less than 50% of the total tendered quantity, its offer will not be considered. |                                 | Bidder has to quote either minimum 50% of tendered quantity or full quantity of either project. |  |
| 9      | ITB Clause 29<br>Evaluation and<br>Comparison of<br>the Bids, Clause<br>(B)                        | d) Total Gross Landed Price for total equipment of a particular project shall be = [(Gross Landed Price for each equipment as arrived at (c) above x (No. of equipment in a particular project)] and shall be considered for evaluation as per Clause E of the Bids, Clause (B)  |                                 |   | THCM requests CIL to clarify if the equipment evaluation will be inclusive of GST or exclusive of GST. |

| Response of CIL   |  |   |
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| Query From Prospective Bidder D   | Query From Prospective Bidder E  |   |
|   | Clarification is required whether Engine is also the part of Driveline or not. | Engine is a part of Drive line.   |
|   |  | Annexure 4.a is applicable when the bidder is quoting as Indian Manufacturing entity of foreign manufacturer. In such case, the principal Manufacturer has to provide Annexure 4.a. |
| As such agreement at not compulsory registrable under the provision of Section-17 of the said Act. The sub-registrar may not agree to register such agreements. Kindly clarify the significance of this clause under this circumstance. |  | No change.  |
|   |  | Clause no 22.1 b,c & d are self explanatory.  |
|   |  | Clause no 29.E.c and 29.d, Note 1 of Section II ITB is self explanatory.  |

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| Sl No. | Clause Description  | Query From Prospective Bidder A   | Query From Prospective Bidder B  | Query From Prospective Bidder C  |
|--------|---|---|--|--|
| 10     | <b>NIT Clause</b><br>ITB Clause 38.1 Purchase Preference under 'Make in India' Policy | ii. If L-1 bid is not 'Class-1 Local Supplier', will be invited to match the L-1 price subject to 'Class 1 Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class 1 Local Supplier', subject to matching the L-1 price.   | ITL-1 is not 'Class-1 Local Supplier' and L-2 is 'Class-1 Local Supplier' falling within margin of Purchase Preference what is the percentage/quantity will be awarded to L-2 supplier after matching L-1 Price. |  |
| 11     | ITB Clause 38.2 (d) Purchase Preference under 'Make in India' Policy                  | To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, you are to provide, the cost of such locally-sourced imported items (inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.   |  |  |
| 12     | ITB Clause 38.3 Verification of local content, Sub Clause (b)                         | b. At the time of execution, the supplier / contractor shall be required to give local content certification duly certified by cost / chartered account in practice   |  | THCM requests CTL to kindly remove this clause as the same is not the part of PPO dated 19th July 2024.  |
| 13     | ITB Clause 38.3 Verification of local content: Note                                   | The class-1 Local supplier further needs to submit local content certification duly certified by cost / chartered accountant at the time of submission of price list under Cost Cap every year.   |  | THCM requests CTL to kindly remove this clause as the same is not the part of PPO dated 19th July 2024.  |
| 14     | Provenness Note   | i. "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. |  | "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability and special guarantees of major sub assemblies if any in terms of hours stipulated into the order / Contract.<br><br>Estimated annual working Hours should be a considered while evaluating such clause. In case estimated annual utilization is 4000 Hrs then the truck which has clocked minimum 12000 Hrs should only be considered for provenness. |
| 15     | Provenness Note   | iv. For the purpose of provenness of quoted model of the bidders supplied against the Trial Orders placed by CLIL and/or its Subsidiaries, the performance of the total quantities of the Trial Order will be considered.   |  | i. If few of the machines of the order is yet to achieve the 5500 Working Hours irrespective of the life covered in years whether same will be considered proven?  |
| 16     | Clause 13. Changes in Order (GCC Clause 15)   | The Purchaser may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:<br>e) the place of delivery; and/or<br>b) the place of Services to be provided by the Supplier.<br>c) Transfer of equipment during the contract period;x<br>.....   |  | We dont forsee applicability of this clause in instant tender, however same requires more deliberation/ discussion on the clause as it doesn't cover suppliers interest and this may further increase the overall Bid pricing as location and mining conditions are not certain across contract duration.  |

| Query From Prospective Bidder D  | Query From Prospective Bidder E | Response of CTL  |
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|                                  |                                 | As per clause 38.1 the contract shall be awarded to 'Class 1 Local Supplier', falling within margin of Purchase Preference subject to matching the L-1 price.  |
| Kindly clarify this requirement. |                                 | This clause is applicable for class 1/ class 2 bidders for calculation of local content value. The clause is self explanatory.                                 |
|                                  |                                 | Please refer clause no 9.c of MII Order dated 19th July 2024., which is self explanatory. Hence no Change.   |
|                                  |                                 | Please refer clause no 9.c of MII Order dated 19th July 2024., which is self explanatory. Hence no Change.   |
|                                  |                                 | No change in the NIT.  |
|                                  |                                 | In a trial contract, performance is determined by considering the fulfilment of guaranteed availability and other contractual obligations.<br>No change in NIT |
|                                  |                                 | No change. This is as per CTL Purchase Manual Clause.  |

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| Sl No. | Clause Description   | Query From Prospective Bidder A   | Query From Prospective Bidder B   | Query From Prospective Bidder C  |
|--------|--|---|---|--|
| 17     | NIT Clause 2.5 SCC<br><br>This extension / renewal / replacement of initial PBG / extended PBG should take place 45 days prior to the expiry of the initial/ extended validity failing which CIL/subsidiary shall be entitled to encash the PBG after giving 15 days' notice to the supplier and hold the amount as security for performance of the supplier's obligations under the agreement till completion of the contract period. The PBG shall be encashed at least 7 days prior to expiry.  |   |   | THCM request CIL to include the below clause in the NIT: "PBG should automatically returned to the bidder if there is no false report from the site". This will help prevent the unnecessary Encashment letters being issued to the Bank.                        |
| 18     | Schedule of Requirements<br><br>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.<br><br>additional 2 Nos. Tyres for each Dumper required for first 12 months of warranty period should be supplied within 15 days from the date of commissioning.  |   | At least 06 (six) machines within 10-11 months from the date of signing of Contract and thereafter at least 02 nos. machines per month. | THCM request CIL to amend the expected Delivery schedule at Site as follows :<br>At least 06 (six) machines within 08 (eight) months from the date of Contract. Thereafter at least 08 (eight) machines per month.   |
| 19     | Technical Specification Part A<br>A.2<br>Supplementary Items<br><br>The equipment shall be provided with a comprehensive tool kit which shall include any special tools required for erection and commissioning of equipment.<br><br>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)   | First set of Tools will be provided along with the equipment , however further requirements if any need to be provided by purchaser from their end. |   | CIL is bulk purchaser of this size of tyres accordingly additional 02 tyres and have much better rates and warranty terms for the said tyres, accordingly the 02 tyres need to be removed from suppliers scope and to be brought under purchaser scope for cost. |
| 20     | Clause C.6.2.1<br>Provision of Spare Parts<br><br>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 12 years for 190 Ton Rear Dumper (Payload Range: 190T – 220T) from the date of issue of the Commissioning Certificate. The schedule of supply of spares and consumables shall be as indicated in Schedule of Requirement, Section-V. |   |   |  |

| Query From Prospective Bidder D  |  | Query From Prospective Bidder E | Response of CIL  |
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| Kindly modify the delivery schedule as below.<br>At least 2 machines within 10 (ten) months from the date of signing of Contract and thereafter at least 2 machines per month. |  |                                 |  |
|  |  |                                 | Amendment no:1 has been issued in this regard  |
|  |  |                                 | No change in NIT   |
|  |  |                                 | The supplier have to supply a comprehensive tool kit which shall include any special tools required for erection and commissioning of equipment as provisioned in the NIT.   |
|  |  |                                 | As per Clause C.6.2.1 (Provision of Spare Parts) of NIT Purchaser have to purchase all Operational, maintenance and standby/contingency spare parts, consumable items, wear materials,maintenance tools and special tools (together called "Spare Parts," unless it's clear that something else is mean) in accordance with the Supplier's recommendations for 12 years from the date of issue of the Commissioning Certificate.<br>No change in NIT |
|  |  |                                 | The request of the bidder is not accepted. Hence No change.  |

The bidder shall offer the price for the entire contract period. However, on completion of 4 years, price for the balance period of contract shall be reviewed in each 4 years based on US Dollars exchange rate & Producer's price index in the foreign manufacturer's country.

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| Sl No. | Clause Description  | Query From Prospective Bidder A   | Query From Prospective Bidder B  | Query From Prospective Bidder C  |
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| 21     | <b>NIT Clause</b><br>Clause C.6.2.1 (i) Provision of Spare Parts<br><br>Reconditioned/Repaired/Refurnished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.<br><br>The list of major assemblies which can be repaired and reused are as follows:<br>a. Engine<br>b. Transmission (where applicable)<br>c. Differential (where applicable)<br>d. Wheel Motor (where applicable)<br>e. Traction Alternator (where applicable) | The major assemblies repair / refurbishment will be allowed with new spares parts supplied to customers eg: Cylinders , Brakes etc  |  |  |
|        |   |   | Sub assy. like Engine, Wheel Motor, Traction Alternator may also be supplied under recon exchange during Cost Cap contract.  | THCM request CIL to clarify whether Engine alternator can be replaced with Reman items/repared items or not? Also Kindly define traction alternator. |
| 22     | Clause C.6.2.1 (iv) Provision of Spare Parts<br><br>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  |   | During the contract period if any item not found in comprehensive approved price list, once a year provision to be made to include in comprehensive price list.                |  |
| 23     | Clause C.6.2.1 (v) Provision of Spare Parts<br><br>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.   | As the contract duration is 12 Years hence The parts list can be amended 3-4 Times, which eliminates the exhaustive pricing every year.   | For items, which are not covered in the approved Price List(s), but need to be supplied, the supplier shall supply the same under cost cap contract limiting to cost cap value |  |
| 24     | Clause C.6.2.1 (viii) Provision of Spare Parts<br><br>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.....<br>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.....                                  | Instead of 15 days , Joint report for provision of spare parts will be made once in two months / 500 Hrs of operation for the estimation of parts and ordered parts will be supplied within 2 Months from the date of issuance of PO. |  |  |
| 25     | Clause C.6.2.1 (x) Provision of<br><br>The unutilized Spares Cost Cap value for each year will be carried forward to the subsequent year till completion of contract. However, the unutilized value of Spares Cost Cap, if any, at the end of the contract, will lapse.   | Pl incorporate the Roll Back / advancement of cost cap value if req adjusting it on PV.   |  |  |

|  | Query From Prospective Bidder D   | Query From Prospective Bidder E | Response of CIL  |
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|  | Kindly include "Hydraulic Cylinders" also in the list of major assemblies which can be repaired and reused. |                                 | <b>Amendment no:1 has been issued in this regard</b>   |
|  |   |                                 |  |
|  |   |                                 | No provision of Recon Exchange within Cost Cap Contract.<br>No change in NIT.  |
|  |   |                                 | Traction alternator is an electrical generator mechanically coupled to the diesel engine used to converts the mechanical energy produced by the diesel engine into electricity used to power wheel motors in the mining Dump trucks. whereas an engine alternator driven by an engine to produce electrical power to run electrical systems (lights, controls, battery charging, etc). As provisioned in the NIT Traction Alternators are allowed for repair not Engine alternators.<br>No Change in NIT |
|  |   |                                 | <b>Amendment no:1 has been issued in this regard</b>   |
|  |   |                                 |  |
|  |   |                                 | <b>Amendment no:1 has been issued in this regard</b>   |
|  |   |                                 | Since in the instant tender supply is on fleet basis , hence the cost cap value of immediate succeeding year may not be utilized in the immediate preceding year.<br>Hence no change in NIT.   |

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| Sl No. | Clause Description   | Query From Prospective Bidder A  | Query From Prospective Bidder B   | Query From Prospective Bidder C   |
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| 26     | NIT Clause C.6.2.1 (xi) Provision of Spare Parts<br>In case of total value of spares and consumables for a particular year exceeds the Spares Cost Cap of a particular year, the additional spares and consumables shall have to be supplied on FOC basis  |  | In case of total value of spares and consumables for a particular year exceeding the Spares Cost Cap of a particular year than the cap value of subsequent succeeding year may be utilized, however payment can be made in subsequent year. |   |
| 27     | Clause C.6.2.3 Provision of Spare Parts Technical Specifications<br>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.   |  |   | THCM request CIL to amend this point as follows : "the Supplier to repurchase or repatriate or otherwise dispose of such excess spare parts only if they are in good condition and the same shall be decided thru joint inspection".          |
| 28     | Clause C.6.2.6 Provision of Spare Parts Technical Specifications<br>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 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. The expected average working hours per annum as indicated are only approximate hours and may vary (+/-) 500 hours. Total duration of contract will be 12 years for Dumpers irrespective of working hours. 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 and consumables items, if additionally required and agreed by the purchaser, will be procured by the Purchaser from the Supplier. |  |   | THCM request CIL to clarify how will the spare parts be procured if in a Financial Year the dump truck runs more than the NIT stipulated Hours as the Cost for that year is fixed and there is no provision of using the next year Cap Value. |
| 29     | Clause C.7 Guaranteed Availability Provisions:<br>1st to 6th Year – 85%<br>7th to 12th Year – 80%  | Pl change the same as follows:<br>1st to 5th Year- 85%<br>6th to 9th Year- 80%<br>10th to 12th Year-75%  | 1st to 3rd Year – 85%<br>4th to 8th Year – 80%<br>9th to 12th Year – 75%  |   |
| 30     | Clause C.7.2.2 Guarantee<br>Downtime:-<br>Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:.....<br>The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:.....  | Washing of equipment should be excluded from the scope of availability calculation. Purchaser should provide the manpower as suggested by the supplier to carryout maintenance and repair activities |   |   |
| 31     | Clause D.4.1 Engine<br>The engine shall be environment friendly with minimum BS IV / EPA Tier-II or equivalent / higher standard certified   | CIL Can explore revising it to EPA Tier-I as it meets the current regulatory framework and is a more fuel efficient solution considering lower HP for same Payload.                                  |   |   |

| Query From Prospective Bidder D | Query From Prospective Bidder E | Response of CIL  |
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|                                 |                                 | No change in NIT   |
|                                 |                                 | No change in NIT   |
|                                 |                                 | No Change in NIT   |
|                                 |                                 | Amendment no:1 has been issued in this regard  |
|                                 |                                 | As washing of equipment is a part of routine servicing and maintenance, hence it cannot be excused from the scope of availability calculation. As per NIT purchaser has to assist the supplier. Any downtime on Purchaser's account shall not be considered for availability calculation. Any substantial delay in providing Manpower/ Crane from buyer's side will be recorded jointly for calculation purpose. Hence no change in NIT. |
|                                 |                                 | No Change in NIT.  |

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| Sl No. | Clause Description  | Query From Prospective Bidder A  | Query From Prospective Bidder B  | Query From Prospective Bidder C |
|--------|---|--|--|---------------------------------|
| 32     | <b>NIT Clause</b><br>D.4.8 Tyres:<br>Tyres including additional 2 (two) nos. Tyres along with each equipment to be supplied by the supplier and shall be warranted in respect of substandard materials, poor workmanship and faulty design for minimum 5000 hours of operation from date of fitment.<br>In case any tyre is found to be defective after joint inspection by representatives of Purchaser and Equipment Supplier, then Equipment Supplier shall replace the defective tyre with a new tyre of same type and size.  | As failures related with substandard materials, poor workmanship and faulty design arises in early hours hence requested pl change the warranty on Pro Rate Basis considering remaining Tread Depth.<br><br>Else as requested CIL is requested to kindly consider additional 02 Tyres under the scope of Purchaser   |  |                                 |
| 33     | D.4.10 Dump Body<br>The body should be an exhaust heated (excluding the extended canopy portion), heavy-duty type with high hardness abrasion resistant side, front and bottom plates.....  |  |  |                                 |
| 34     | D.4.17 Warning Alarms/Lights/ indicators:<br>Warning systems shall be provided for the following:<br>a. ....<br>f. High wheel motor temperature   | Pl change the same to (If applicable)  |  |                                 |
| 35     | D.5 Safety Features:<br>All safety features & devices as per Govt. Of India Gazette notification no. Z20045/01/2018/S&T (HO) 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.<br>b. Mechanical type device to protect operator in case of head to tail collision of dumpers.<br>l. Rear Vision Camera.   | Requested pl bring the items which are required for local / regional compliance under purchaser scope. Certification / Undertaking stating compliance with DGMS circular from respective manufacturer of safety items / supplier will be provided along with offer / supplies.<br>Purchaser is requested to provide 2-3 reputed suppliers complying DGMS requirements for the listed items.<br>However following need to be suitably incorporated:<br>b. To be provided as per Circular no 06 of 2020<br>l. pl change the same to 360 Deg camera |  |                                 |
| 36     | D.7 Productivity & Health<br>ii. Engine oil pressure & temperature  | Pl change:<br>ii. Engine oil pressure / temperature  |  |                                 |
| 37     | D.8 Performance Guarantee:<br>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.<br>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. | i. pl extend it to 4th Year of Operation considering increased utilization<br>ii. Pl include 4th Year also i.e. 4th to 7th Year  | During contract period of 12 Years (144 Months), a period of 10 (Ten) 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 10 (Ten) 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 10 (Ten) 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 10 (Ten) days period shall be treated as breakdown hours. |                                 |

| Query From Prospective Bidder D  | Query From Prospective Bidder E | Response of CIL                               |
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| Query: From Prospective Bidder D<br>High capacity dumpers are provided with flat floor body having no sharp corners. Accumulation and carry back are prevented by its design. Hence, exhaust heating is not provided. We request you to kindly modify the requirement as "The body should be an exhaust heated, preferably, (excluding the extended canopy portion), heavy-duty type with high hardness abrasion resistant side, front and bottom plates....." | No change in NIT.               | No change in NIT.                             |
|  |                                 | Amendment no:1 has been issued in this regard |
|  |                                 | Amendment no:1 has been issued in this regard |
|  |                                 | No change in NIT.                             |
|  |                                 | Amendment no:1 has been issued in this regard |

Ans



| Response of CIL  |                                 |  |
|--|---------------------------------|--|
| Query From Prospective Bidder D                                    | Query From Prospective Bidder E |  |
| Kindly remove the requirement of Adjudication under the stamp act. |                                 | This is to safeguard CIL's interest, hence the request of the bidder is not accepted. Hence No change. |
|  |                                 | No Change  |
|  |                                 | No Change  |
|  |                                 | No Change  |
|  |                                 | This is as per MII Order. Hence, No Change   |

Deer

| SI No. | Clause Description  | Query From Prospective Bidder A | Query From Prospective Bidder B | Query From Prospective Bidder C  |
|--------|---|---------------------------------|---------------------------------|--|
| 38     | NIT Clause<br>Sample Forms Annexure 4. Notes<br>Manufacturer's Authorization Form<br>Power of Attorney should be sufficiently stamped as per the laws of India, if executed in India or if the authorization is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata and the power to get it adjudicated should be mentioned in/conferred by the Manufacturer's Authorization Form and should be submitted by the Bidder along with its bid.  |                                 |                                 |  |
| 39     | Section VII-<br>Sample Forms Annexure-4a<br>That the equipment being quoted by M/s in this tender no. shall be manufactured in India. We confirm that the offered model _____ is same, having identical operation, equal capacity and same drive line system to our proven foreign model _____ (whose documents have been submitted to establish provenness) even if there is a change in nomenclature.<br><br>M/s (Bidder) is our Indian Subsidiary/Indian Manufacturing Entity and we have sufficient Managerial control over the (Bidder) with respect to the manufacturing, testing & quality control and supply with respect to the quoted machine.(Copy of valid Legal Document/ Agreement i.e. MOU, Certificate of Incorporation as subsidiary of Principal Manufacturer to be enclosed for manufacturer quoting under Indian Manufacturing Entity of Principal Manufacturer). |                                 |                                 | THCM would request CIL to amend the "drive line system" to "Drive system".<br><br>THCM would like to confirm that Certificate of Incorporation mentions about the incorporation of the company, hence the shareholding pattern is not mentioned in the same. Hence kindly delete<br><br>THCM would request CIL to kindly remove this clause. |
| 40     | Section VII –<br>Sample Forms Point No. 11<br>The bidder shall provide, the cost of such locally sourced imported items (inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India in the format as under:   |                                 |                                 | THCM would request CIL to kindly remove this clause.   |