Commercial suggestions / inputs.

S1. No.	NIT Clause No.	Existing Provisions in NIT for 2023-25	Bidder Name	Query of Bidder	Response of CIL
1	7.j Section-II of ITB	In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category it was in before the re-classification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc. In such cases of upward revision in MSE status, the firm shall produce documentary evidence clearly indicating the date of such revision.	Bidder A	Our company, was in MSE, as a small-scale enterprise, but has now been upgraded to Medium-Scale enterprise with effect from 09/05/2023. A copy of the latest Udyam Certificate is enclosed. As per the Clause 7(j) of Section II-ITB of the Tender Document, an enterprise shall continue to avail of all the non-tax benefits of the category, it was in before the reclassification, for a period of three years from the date of such upward change, which comes to 09/05/2026 in our case. Since EMD is a non-tax benefit, can we claim exemption from the submission of EMD till the expiry of three years from the date of the upward classification of our enterprise under Clause 15.B no.?	As per Clause no 7.j Section-II of ITB, bidders can claim EMD exemption till the expiry of three years from the date of the upward classification in cases of upward revision in MSE status. In such a case, the bidder shall produce documentary evidence clearly indicating the date of such revision.
2	9.6 –Secion IV of SCC	In case the two monthly delivery performance falls below 50%, maximum monetary penalty of 40% of the non-supply value (without GST) in that two monthly period will be imposed apart from reserving CIL's right to rescind/short close the RC for the subsequent period in the subsidiary where the shortfall occurs, and the balance RC quantity thereof may be purchased from any of the existing RC holders or empaneled "Reserve RC holders".	Bidder B	This may be relaxed for Plants situated in Waidhan area of Singrauli as plant operation may be discontinued due to court order. In such cases no delivery performance penalty should be imposed and the offer capacity of the bidder may be recalculated based on the capacity and offer quantity from the plants outside of Waidhan industrial area. As you are aware that Hon'ble high court of Jabalpur has asked all plants situated in the industrial area of Waidhan to stop production from Feb 2026. Also district authorities are also putting restriction on movement of BMD	While submitting their bid, bidders are required to take cognizance of all factors.

				vehicles from time to time. Since there is no conditions provided in the NIT for compliance of Hon'ble High Court of Jabalpur direction, it is possible that supplies from existing plants of Waidhan area will be discontinued from 01.03.2026.	
3	21.5 of Section II of ITB	The RC price for Bulk Explosives shall be revised on monthly basis based on the price variation formula indicated below: Pr = Po (0.10 +0.10 x CIr/CIo + 0.60 x ANr/ANo + 0.20 x HSDr/HSDo) where, Pr = Revised price as on the date of price revision. Po = Base price as on base date.	Bidder C	Change in the Price Variation Formulae, for Bulk Explosives Pr = Po (0.05 + 0.10 x Clr / Clo + 0.65 x ANr / ANo + 0.20 x HSDr / HSDo) Present AN % given in PVC formulae is not exactly as per the real formulations of Explosives.	No Change in NIT. This is as per CIL purchase Manual 2020.
4	9.3 of Section IV SCC page no 55	Excess supply case: In case the daily supplied quantity is more than the daily requisition quantity and the excess supplied quantity is either fully or partially consumed, then the requisition quantity and supply quantity shall be revised.	Bidder C	Excess supply any day over the Requisition & after actual consumption, should be treated as Excess supply & it should be adjusted against short supply any day during two monthly delivery performance calculation. Fair Chance to the Explosives Suppliers	No Change in NIT To ensure better monitoring of delivery performance.

5	Clause no 9.5 of Section IV SCC .	In case the two monthly delivery performance falls below 90% at any of the subsidiary company, as per report, duly signed by representative of subsidiary company and RC holder, for every percentage reduction / drop (rounded off to nearest two decimal points) in delivery performance from 90%, equal percentage of the nonsupply value (without GST) of that item in that two monthly period shall be deducted from the bills of the supplier by the concerned subsidiary company. This will be applicable for shortfall in delivery performance from 90% upto 50%. Thus, there will be maximum 40% penalty on the nonsupply value towards non achievement of delivery performance	Bidder C	Maximum Penalty on Non supply value towards non- achievement of delivery Performance should be Maximum 20%. 40% Maximum Penalty is too high for non achievement of the delivery performance	No Change in NIT.
6	9.6 of Section IV SCC .	Quantity Variation: CIL/ Subsidiaries reserve the right to increase/ decrease the ordered/ allocated quantity to the extent of (+/) 40% of the RC Quantity	Bidder C	Quantity Variation: CIL/ Subsidiaries should reserve the right to increase/ decrease the ordered/ allocated quantity to the extent of (+/-) 20% of the RC Quantity. For any requirement above 20%, Supplier should be mutually agreed for higher quantities.	No Change in NIT.
7	20.1.a : (Section III - GCC)	20.1 In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right: (a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ stores which the	Bidder C	basis if they did not consume the material. This clause including all sub clauses should be deleted. Reason: Damages caused to CIL are well covered in Delivery Supply Performance Clause 5 of Section IV – Special Conditions of Contract. Hence Levy of Liquidated Damages will create double penalty for the same mistake of vendor. The same may be avoided. RE-11 should be cancelled on monthly.	No Change in NIT. LD clause is as per Purchase Manual 2020.

		0.1. 1. 11. 11			
		successful tenderer has not been able			
		to supply as aforesaid for each week			
		or part of a week during which the			
		delivery of such stores may be in			
		arrears limited to 10% (Ten Percent) of			
		the total contract value.			
8	Point no-2.1	RC holders shall be required to	Bidder C	RC holders shall be required to	No Change in NIT.
	Security Deposit	deposit Bank Guarantee for 5% of		deposit Bank guarantee for 3% of	J
	Bank Guarantee	the average value of both the years		the average BASIC value of both the	SD clause is as per
	(SDBG) (Section IV	of contract (including GST), which		years of contract, which shall be valid	Purchase Manual 2020
	- Special	shall be valid for 27 months from the		for 27 months from the date of issue	i dichase Manaai 2020
	Conditions of	date of issue of RC in the prescribed		of RC in the prescribed format since	
	Contract	format (Annexure-3). The average		input tax credit of GST has been	
	Contract	value of contract shall be arrived as		already availed by the purchaser.	
				already availed by the purchaser.	
		follows: {(1st year quantity + 2nd year			
		quantity) x RC price on the date of			
		issue of RC}/2 RC holders may submit			
		either a single SDBG covering all			
		subsidiaries of CIL or submit SDBGs			
		for different Subsidiaries based on			
		subsidiary-wise allocated value. The			
		average value of both the years of			
		contract will be as worked out and			
		indicated in the RCs. All the SDBGs,			
		if submitted subsidiary-wise, are to be			
		submitted simultaneously.			
9	Price Fall clause	Price Fall clause: If the contract	Bidder C	Price fall clause period should be	No Change in NIT.
	no 13.1 (Section -	holder reduces its price or sells or		only up to 6 months from the	
	IV of Special	even offers to sell the contracted goods		commencement contract period.	Price Fall clause is as per
	Conditions of	or services following conditions of sale			Purchase Manual 2020
	Contract)	similar to those of the contract, at a			i diciiasc mailuai 2020
	Contracty	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.			

10	Point no 26.g of section-II of ITB Reverse auction	Reverse Auction: The decrement value will be 0.5% of the start bid price with minimum of Rs.1.00, as the system does not have a provision of taking amounts less than Rs.1.00 as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. In order	Bidder C	The Decrement Value should be only Rs 100 PMT.	No Change in NIT. RA provisions are as per Purchase Manual 2020.
		to have ease of submission of reverse auction bid by the bidders, the decrement value will be rounded off to nearest value as under:			
11	Point no 29- Distribution of quantity	Status of MSE Bidder	Bidder C	CIL is requested to ask the balance sheet of FY25, along with Udyam registration Certificate (if applicable) of all the suppliers to find out the exact status of Supplier, whether they are MSE as Micro/Small, or crossed the Norms of Turnover of Rs 50 cr in any financial year	No Change in NIT. As per DoE's guidelines, Udyam registration certificate is the only document required to ascertain the MSE status of a firm.
12	Point no 2.5, of Section-IV Special Conditions of the Contracts & clause no 2.38 of section VI of TSS	In case a successful tenderer does not have the required License for storage of Ammonium Nitrate (at a time), additional SDBG for the 10% of the contract value is to be submitted to CIL(HQ) as per Clause-2.5.3, TSS, Sec-VI. In case a successful tenderer does not have the required PESO License capacity for manufacturing of SME at the time of submission of bid, additional SDBG for 5% of the value for the shortfall quantity for which PESO license is not available is to be submitted to CIL(HQ) as per Clause-2.3.8, TSS, Sec-VI.	Bidder C	This is highly unfair clause. This clause should be deleted. Every Bidder should have the License capacity 10% of the tender quantity subsidiary wise. This clause should be removed to give level playing field for all the suppliers.	No Change in NIT.
13	9.6 of Section IV SCC .	Quantity Variation: CIL/ Subsidiaries reserve the right to increase/ decrease the ordered/ allocated quantity to the extent of (+/) 40% of the RC Quantity	Bidder D	Qty variation will be restricted to 25% instead of 40% . As the DPIIT is allowed 25% more than the IL Qty	No Change in NIT.

14	Point no 2.5, of Section-IV Special Conditions of the Contracts	In case a successful tenderer does not have the required License for storage of Ammonium Nitrate (at a time), additional SDBG for the 10% of the contract value is to be submitted to CIL(HQ) as per Clause-2.5.3, TSS, Sec-VI.	Bidder D	Addition BG of 10%: This provision to be reviewed.	No Change in NIT
15	Price Fall clause no 13.1 (Section – IV of Special Conditions of Contract)	Price Fall clause: 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.	Bidder D	Please delete this clause or consider as per other PSU norms i.e. with in 6 months of tender finalization. Even inter subsidiary prices are not uniform.	No Change in NIT. Price Fall clause is as per Purchase Manual 2020

Technical suggestions / inputs.

Clause No	Bidder Name	NIT Clause	Change Suggested	Comments
Clause 2 of TSS	Bidder B	Offer Quantity	As DGMS has already instructed all the mines not to deploy any BMD which is having a life of more than 14 years and six months. In view of the above, bidders license capacity as well as offer capacity may be revised if there license is based on such BMDs. Justification: All the bidders have already submitted their RC Books and Fitness certificates. It is requested that CIL may check all such records and if the fitness certificate is not renewed in last 2 years then such BMDs may not be consider for the offer quantity.	issuing Authority.
2.2 of TSS	Bidder D	2.2.2 Each year's (1st and 2nd year) offer quantity of the bidder for all subsidiaries taken together shall be at least 60% of the latest annual PESO License capacity of the	To be reviewed	Not agreed.

Clause No	Bidder Name	NIT Clause	Change Suggested	Comments
NO	Name	bidder (within the command area of CIL) for all subsidiaries taken together but in no case the offer shall exceed the tender quantity.		
Clause no 2.3.3 of TSS	Bidder B		For MCL: The bidder should have capability to supply to IB valley and Talcher area as per PESO Guidelines. Any bidder not able to supply in both the areas may be disqualified. Justification: As per tender condition bidder is required to supply anywhere within that subsidiary company.	Not agreed. As the licenses are area specific, this may not be feasible and may restrict the participation of vendors.
Note of Clause No. 2.3.8 of TSS	Bidder A	Since CIL / subsidiaries reserve the right to increase the ordered/allocated quantity to the extent of (+) 40% (Forty percent) of the RC quantity, the bidders shall ensure PESO license capacity to meet 140% of their RC quantity during the currency of the RC (If not already available). In case the bidder does not have the required PESO License capacity to meet 140% of their quoted quantity at a time of submission of bid, the bidder will have to submit an undertaking along with the offer that in the event of conclusion of RC with them, they will obtain the required PESO license capacity for 140% of RC quantity from the concerned authority within 6 months from the date of issue of RC. In such case, the successful bidder/ RC holder shall have to provide additional SDBG for 5% of the value for the shortfall quantity for which PESO license is not available within 21 days of issuance of RC with validity of minimum 9 months which shall be released after submission of the	This clause mandates for providing License Capacity of 140% of the quoted quantity. If the bidder does not have the required license capacity, he should give an undertaking to obtain the required PESO license capacity within 6 months, against a security of additional SDBG of 5% of the shortfall quantity. Failure to obtain PESO license for the enhanced quantity within 6 months would result in forfeiture of the additional SDBG for 5%. Our Comments: The additional License capacity would also require enhanced INDUSTRIAL LICENSE, before applying to PESO. The grant of Industrial License normally takes about 2 years' time, and then PESO license could take another 6-9 months. Therefore, the additional BG for 5% of the Contract value is BOUND TO BE FORFEITED. This will be a huge amount, & therefore, the suppliers would be tempted to CHOKE their offered quantity in view of the uncertainties & high risk of forfeiture of 5% Additional BG, prompting them to reduce their offer quantity. This may result in a) Reduced competition b) Favorable advantage to some suppliers who have more license capacity. In any case, PAST STATISTICS would reveal that CIL has rarely utilised more than 60-70 %	No Change Necessary modifications have already been made in the final NIT.

Clause	Bidder	NIT Clause	Change Suggested	Comments
Clause No. 2.3.8 of TSS	Bidder C	documentary evidence of the required PESO License. The provision of deduction in lieu SDBG shall not be applicable for this additional 5% SDBG. In case the bidder is not able to obtain the required PESO license capacity for 140% of RC quantity from the concerned authority within 6 months from the date of issue of RC, the said additional BG of 5% shall be encashed with due notice of 15 days to the RC holder. However, the RC for the said item shall not be short closed.	of the ordered quantity. Hence, this requirement may turn into a theoretical exercise. In any case, the Tender provides for the empanelment of 'RESERVE RC', and also procurement at the risk & cost of the failing suppliers. Suggestion: CIL may consider, enlargement of the scope of the RC holders for supplying upto 140% of the ordered RC quantity, failing which, CIL is free to take course to Empanelled Reserve RC holders, and /or procuring at the risk & cost of the suppliers who fail to supply upto 140% of the RC quantity. In case of a successful tenderer does not have the required PESO License capacity (or capacity 5% of the tendered quantity) for manufacturing of the SME at the time of submission of the bid, additional SDBG of 10% of the contract value must be submitted. This is highly unfair clause. This clause should be deleted. Every Bidder should have the License capacity 10% of the tender quantity subsidiary wise. Justification: This clause should be removed to give level playing field for all the suppliers.	No such clause is mentioned in the current NIT.
Clause No. 2.3.7 of TSS	Bidder D		25% instead of 40%.	Not agreed in view of clause 2.3.7
Clause No. 2.5, TSS	Bidder B	Bidders shall have the valid PESO License for storage of Ammonium Nitrate at a time, equivalent to 50% of the total offered quantity (each year) for all subsidiaries taken together, divided by twelve (i.e. total yearly offered Qty. / 24), rounded off to the nearest integer. However, MSE bidders shall have the valid PESO License for storage	Clarification required on below point: It is to be noted that AN Storage licence (P3) is of 2 types i.e. for Posses & use and Posses & Sale. While PESO doesn't give any possess and use licence of AN outside the factory premises. It is therefore requested to clarify that any AN store licence of the bidder for possess and sale will be considered or not for this clause.	Not agreed. CIL is concerned only with AN storage capacity available in the name of RC holders. This clause is to ensure sufficient AN capacity any point of time to meet the demand of explosives requirement of CIL.

Clause No	Bidder Name	NIT Clause	Change Suggested	Comments
Sec-VI of TSS Clause No-6.7	Name Bidder A	of Ammonium nitrate at a time, equivalent to 25% of the total offered quantity (each year) for all subsidiaries taken together, divided by twelve (i.e., total yearly offered Qty/48), rounded off to the nearest integer". Quarterly technical service report in soft copy (through email) shall be submitted by the supplier to the concerned subsidiary companies along with copy to CIL. Standard technical service report with details to be covered is attached as Annexure-14	Justification: This clause was introduced to ensure uninterrupted supplies to CIL. Therefore, CIL consider AN Store House capacity for which bidder is having licence for possess & use and not licence to possess & sale. In case CIL is allowing possess & sale licence then bidder may be asked to submit undertaking that AN Store house will be used by the bidder for stock transfer only. Ammonium Nitrate Storage Capacity of the bidder may be calculated based on the offered quantity of the bidder and additional 40% quantity required as per clause no. 2.3.7 of VITSS. The Clause D (5) of the Annexure-14 talks about some prescribed limits as per DGMS Guidelines with respect to Vibration and Sound Monitoring. We searched for these guidelines in the relevant Act, and Regulations but in vain. Request: We shall be grateful if the DGMS guidelines in this respect are reproduced in the NIT Document.	No Change Every mine has DGMS approval for Blasting which also prescribes guidelines for vibrations and sound monitoring. RC holders to comply the permission level for technical service report. The same can be confirmed from the mine officials during the supply/study.
5.5 of TSS	Bidder C	The Sample shall be treated as "Not Meeting Standards" (NMS) in random test by CMPDIL if it does not meet any of the criterion specified under "Product Specifications and Random Test Parameters" in Annexure-2. Penalty levied on the total supply value (without GST) of explosives supplied in that month shall be @ 1% for 1 NMS/Failed sample, @3% for 2 NMS/Failed samples, @5% for 3 NMS/Failed samples, @7% for 4	Maximum Penalty Levied on the Total supply Value (with-out GST) of the Explosives & accessories should be 5% for 5 or more Non-Meeting Standards (NMS/ Failed sample) for total quarterly supply basis for that Particular Project of the subsidiary. Present System of 10% deduction is too high for Survival of the suppliers under the present random Sampling system. VOD measurement for Bulk Explosives Should be done, Down the hole under confined condition, using Digital VOD meter.	Not agreed. For confined VOD testing there are no BIS standards as of now.

Clause	Bidder	NIT Clause	Change Suggested	Comments
No 5 of TSS	Name Bidder D	NMS/Failed samples and @10% for 5 or more NMS/Failed samples, and shall be deducted from the bills of the supplier by the concerned subsidiary company in every month. Random testing	During Random sampling, sample values should also consider the actual blast results, If Actual Blast results is good/ satisfactory and the Sample results does not match Specifications, sample should not be treated as failed. VOD to be tested in hole method instead of	The clause is to ensure to meet the standards prescribed in tender conditions. The deduction is made against not meeting standards irrespective of blast results. Further there is no parameters to check the blast quality and it will also allow discretionary decisions at mine level. For confined VOD testing there are no BIS
5.7	Bidder C	One sample to be taken for the first 200 tonnes of the annual RC quantity for that year for that subsidiary on a particular supplier and one additional sample for every 300 tonnes or part thereof of annual RC quantity for that year for that subsidiary. For example, in case of a supplier whose annual subsidiary RC quantity of Bulk Explosives is 1600 tonnes, a total of six (200/200 +1400/300= 6) samples will be tested.	surface firing and recoveries will be Restricted to 1% We Request, For Bulk Explosives for every 1000 MT one sample, has to be taken.	For confined VOD testing there are no BIS standards as of now. Not agreed. Departmental Random Testing has been removed in this NIT. There will be huge amount of bulk explosives supply every month and decreasing sample size will be detrimental to ensure quality of supply.
Sec-VI of TSS Clause No-10.5	Bidder B	Powder Factor	The Powder Factor (PF) determined after the study should be implemented from the date of commencement of Supply & not from date of communication of such PF. Justification- For new mine The Powder Factor (PF) determined after the study should be implemented from the date of commencement of such supply to that Mine/Patch/Area, as there can be lag between commencement of supply and date of communication (as mentioned currently in NIT)	No Change Already suitable provisions have been made in the NIT.
Clause No. 14.1 of TSS	Bidder B	The mine-wise achievement of powder factor should not be less than the benchmark powder factors. In the event of supplied item not providing satisfactory results, penalty will be imposed by	Kindly Confirm that the benchmark powder factor is average powder factor for all the mine benches like Durgapur, Sasti & Neeljay Dip mines of WCL.	No Change BMPF is for mode of operation which includes all the benches in particular mode of operation.

Clause No	Bidder Name	NIT Clause	Change Suggested	Comments
		way of Deduction from price of these items. For every percentage decrease in powder factor of Coal/OB compared to the benchmark powder factors as provided in the RC, same percentage deduction of the price (without GST) of explosives shall be made.	Justification: The Powder Factor deduction should not be applicable if the top benches is being blasted with any other type of explosives.	CIL issued guidelines that for ANFO separate BMPF to be prescribed, monitored and deduction made accordingly.
Clause No. 14.2 of TSS	Bidder C	For every percentage decrease in powder factor of Coal/OB compared to the bench mark powder factor as provided in RC, same percentage deduction of the price (without the GST) of explosives shall be made. "In case the achieved bench mark powder factor is above 105% of the bench mark powder factor, then bonus may be paid @0.3% (Zeropoint three percent) of the price of explosives (without GST) For every percentage increase in powder factor over 100% of bench mark powder factor. Thus, achievement of powder factor between 100% to 105% of the bench mark, there will be no bonus.	For Achievement of Powder Factor between 95% to 100% of the benchmark, there should be no deduction. Justification: It is rare for any single vendor including PSU vendors in achieving 100% of Benchmarked PF, due to the very occurrences of Geo graphical patterns. Hence a tolerance of +/- 5% on PF to be given.	Not agreed. The existing clause is meant to ensure supply of good quality explosives.
	Bidder D		'+/- 5% as per the SCCL tender. Requested to give the separate subsidiary wise list of the BMPF improved methodology mines	No Change The list of mines shall be provided by the subsidiary companies during the course of RC.