

**Response to Pre Bid Queries against tender no. CIL/C2D/OTR TYRE/2022-23/389  
dated 23.02.23**

SI no	NIT Clause and Description	Clarification Sought	CIL Response
1	Earnest Money Deposit  Clause 21 of ITB.	In your last global tender, there was no EMD. Before that it used to be Rs. 10 Lakhs, suddenly you have increased the EMD amount to Rs. 50 lakhs. During Vendors Meet dated 12.05.2022 & 20.06.2022 this point regarding increase of EMD amount was not discussed. This is extraordinary amount and makes it difficult to participate in the tender.  We request CIL to make it NIL or maximum Rs. 10 lakhs enabling us to participate.	Not agreed, EMD of 50Lakhs is as per provisions of Purchase Manual 2020  No Change in NIT
2	Warranty  NIT Clause No. : 13 of Technical section	During vendors meet Bridgestone indicated that they do not agree to the changes on the warranty condition in respect of manufacturing defect. Copy of Mitsui Letter dated 22.06.2022 is enclosed for your ready reference.  Bridgestone Tires are working satisfactorily at CIL Mines with warranty condition of earlier tender.  Good Brands supply tires for good performance. Such conditions are not in line with other mining companies, who use huge quantity of giant OTR tires.  Bridgestone will not accept such condition in respect of manufacturing defects. We request to kindly delete this clause.	CIL after extensive deliberation with the user subsidiaries and tyre vendors/manufacturers revised the Warranty Clause (Clause No. 13) along with other terms and conditions of NIT for procurement of tyres by CIL and its subsidiaries. Hence no change in NIT is acceptable.
3	Security Deposit Cum Performance Bank Guaranty  Clause 1 of SCC	It will be difficult to submit the Security Deposit Cum Performance Bank Guaranty within 30 days as the process involves two banks one in foreign and one in India. It is found that some clauses are not acceptable to the bank and also it takes time in communication and posting by bank. This process takes long time, under the circumstance we request to increase the submission time of SDPBG from 30 days to 40 days. And delete the penalty related to SDPBG from the NIT. We will however try to submit the PBG as early as possible	Not agreed, SDPBG Clause is as per provisions of Purchase Manual 2020  No Change in NIT
4	General	We request you to extend the last date of submission of tender by 3 weeks i.e., to 17th April. This period is required for internal working after the amendments as requested.	Not under the preview of Clarifications.

5	BOQ	<p>In the earlier tender of CIL for OTR tires the format of BOQ was changed to a new format where the calculation of Indian agency commission was not correct.</p> <p>You will appreciate that we accepted this BOQ with wrong formula in last order dated 21.10.21 where we have received less commission from CIL and balance amount was paid to Mitsui by CIL. It is very difficult to explain and absorb such changes as Mitsui does not allow to change their policy related to agency commission.</p> <p>We therefore request CIL to kindly amend the BOQ with correct formula for agency commission as the correct value of agency commission should be Rs-3.5 and not Rs-3.38 as calculated in the present BOQ.</p>	<p>Since the FOB Price to be quoted is inclusive of Agency Commission, hence the formula in BOQ is correct.</p> <p>Hence, No Change.</p>
6	<p>Warranty</p> <p>NIT Clause No. : 13 of Technical section</p>	<p>Is it necessary for the approved brand to accept the Manufacturing defect under the warranty condition as the tires are already working satisfactorily in CIL Mines.</p> <p>We would further like to inform that all the points under manufacturing defects can also occur during standard operation.</p> <p>Example, the point no. (d) Side wall bubbles - Swelling or deformation to the sidewall caused by broken cords: this is difficult to identify as in most cases, the main cause of Sidewall Bulge is the partial breakage of the Ply cords and/or Ply cord distortion. The mechanism of occurrence is that the Sidewall part received external Hazard damage.</p> <p>As per the present system of CIL mine officials may attribute these reasons for failure of tire due to manufacturing defect even if it takes place due to operation. In such case it will become very very difficult to settle the issue and the issues will become one sided and unmanageable.</p>	<p>Acceptance of warranty condition is mandatory for all participating bidders as per NIT.</p> <p>Provision in Clause 13 of Technical section of NIT has been provided for resolving of disputes.</p>
7	General	<p>As per the recent Addendum to Notice for Pre-Bid meeting it is to be conducted online only. Keeping in view all important points of discussion and disturbance due to poor internet connection/ Technical Glitch which causes frequent interruptions during the meeting and important points may</p>	<p>The Pre-Bid Meeting was conducted in Hybrid mode.</p>

		<p>remain undiscussed. we therefore, request to conduct the pre bid meeting offline/Physical or in hybrid mode (offline and online both).</p> <p>Physical meeting will help to interact in better way and to discuss on all the important aspects.</p>	
8	Price Fall Clause Clause : 13 of SCC	Please confirm that price fall clause shall be applicable only for cases of same warranty terms as CIL.	Standard Clause as per Purchase Manual 2020.
9	Warranty Clause 13 (A) and 13 (B) of Technical Section	<p>It's noted that the term "Guaranteed Working Hour" has been used at some places, including Warranty Clause '13.A' and '13. C (b)'. As per our understanding the 'Guaranteed' word should be replaced with 'Warranty'. Our understanding in this regard is as follows:</p> <p>i. Warranty is conditional and applicable only for manufacturing defects.</p> <p>ii. Warranty settlement for tyre failures due to manufacturing defects between 2500-5000 Hrs will be on remaining Tread Depth Basis or on basis of shortfall from Warranted Hrs.</p> <p>In view of the above and as per our understanding the the terms "Guaranteed Working Hour" should not be applicable here. Therefore, we request you to please review, make corrections or clarify the Coal India Limited's understanding on this. The extracts from Warranty Clause No-13 of the NIT is reproduced below for your ready reference.</p>	As the NIT has been formulated after detailed discussion with the tyre manufactures/vendors and the user subsidiaries of CIL, hence no change in NIT is acceptable.
10	Security Deposit Cum Performance Bank Guaranty Clause 1 of SCC	Penalty on SDPBG appears to be a new term. Request CIL to please review and exclude any penalty on delayed SPBG submission.	<p>Not agreed, SDPBG Clause is as per provisions of Purchase Manual 2020</p> <p>No Change in NIT</p>