Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
1	Provenness Criteria	7.1, ITB	The equipment offered by the tenderer shall be considered proven provided the 01 no. of quoted model or similar equipment, as defined below, or combination thereof, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and all of them performed satisfactorily (the definition of "satisfactory performance" is given below in Note-i) for a minimum period of three years from the date of commissioning). The performance of only those equipment would be considered for assessing provenness which have been commissioned 3 years prior to the date of opening of tender (window	nomenculature, the Caterpillar Dozers are renamed without prefix accordingly D11T is renamed as D11. Pl. clarify that D11 will be considered as quoted Model or similar equipment. Pl. note that while renomenculature, major assemblies has remained		If model D11 is quoted, then model D11T will be considered as "SIMILAR" EQUIPMENT
2	Evaluation and Comparison of the Bids	29 (B), ITB	Evaluation of INR Offer for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 5 years under Spares Cost Cap (given in the format in "INR sheet" of the BOQ template):- a) The bidder shall quote the FOR destination prices of all consumable spares and consumables during warranty period (unit prices multiplied with the quantity of ittems) in Indian Rupees for each equipment in the project. The total amount of GST shall be also mentioned in BOQ template. b) The bidder shall quote under Spares Cost Cap, the FOR destination prices of all spares and consumables year-wise for a period of 5 years required from 2nd to 6th years operation from the date of commissioning for the project. c) Total Landed Spares Cost Cap price of all spares and consumables for each	working condition, operating condition not in control of suppliers CIL to provide details and indication of accepatbale price variation for 7 years for variable factors) Considering the Economic volatality it is highly uncertain to predict the Exchange Rate, further Custom duty being a statutory levy is not at all predicatable. Accordingly CIL may suggest suitable protection to be built in the BIDS for mitigating such risks which are beyond suppliers purview. Any deviation within the CIL Suggested esclation will not be questioned, however in case of deviations beyond suggested limits, same will be provided to Suppliers as Extra.		The Spares Cost Cap Value should be quoted taking these factors into account. Hence, no change in NIT.
3	Security Deposit	34.1, ITB	Within 30 days of the notification of award from the purchaser, the successful bidder shall furnish the Security Deposit in accordance with the conditions of the contract, in the Security Deposit format provided in the Bid Document [Annexure-10, Sample Forms, Sec-VII]. In case the SDBG is not submitted within 30 days from the date of NoA, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of NoA to the date of receipt of full SD shall be levied and paid by the successful bidder along with the SDBG.			No change in NIT.

Sl.	NIT Clause	NIT	Clause Description	Firm A	Firm B	Response of CIL
No.	N11 Clause	Clause No.	•		FIRM B	Response of CIL
4	Security Deposit	6.1 & 6.2, GCC	6.1. The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax Credit. 6.2. The Security Deposit shall be in the form of a Bank Demand Draft or in the form of a Bank Guarantee in the prescribed format from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 15 days from date of notification of award or placement of order.			No change in NIT.
5	PBG	7.7, GCC	The release of the Performance Bank guarantee(s) after above indicated period, shall be subject to satisfactory performance of the equipment/ items during the warranty period and fulfillment of contractual obligations failing which, action for further extension or encashment of PBG, as deemed suitable shall be taken. The Performance Bank Guarantee shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD (MM)/ Area GM.	Certifcate is provided, BG to be released within 7 days.		PBG release will be governed by Clause 2 of SCC. No change in NIT.
6	Payment	8, SCC	80% Payment	80% payment to be released before start date of commissioning OR AGAINST SHIPPING DOCUMENTS / RECIEPTED LR COPY. Any delay in final bill payment will be as per LD or availability clause.		No change in NIT.
7	Changes to Order	14, SCC	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: a) the place of delivery; and/or b) the place of Services to be provided by the Supplier.	These changes cost the supplier in terms of at least Erection & Commissioning expenses & freight Charges. Kindly remove this clause or incorporate provisions to reimburse the additional expenses at prorata basis		No change in NIT.
8	Schedule of Requirements	Table - A	At least 03 (three) machines within 10 (ten) months from the date of signing of Contract and thereafter at least 03 (three) machines per month.	Delivery should be kept same for Table -A & Table-B Suppliers - from the date of signing of Contract.		
9	Schedule of Requirements	Table – B	[If the bidder qualifies against sub clause -7.7.2 of clause - 7: Provenness criteria, Section II (ITB)] 03 (three) machines within 10 (ten) months from the date of Contract to be supplied in First Lot. Project wise Allocation: Machine with Ripper - Gevra OCP, SECL – 3 nos. On successful performance of all the machines supplied in First lot for one year from the date of commissioning, clearance to be obtained from order issuing authority for the remaining quantity to be supplied. After clearance of successful performance of the 1st Lot: The commencement of delivery of first 03 (three) nos. of machines of remaining quantity within 10 (ten) months from the date of clearance and balance machine(s) to be supplied thereafter @ at least 03 (three) machines per month.	Thereafter at least 03(three) machine per month.		They are the same. The delivery of balance machines, after acceptance of 1st lot performance and clearance from CIL, is the same in Table B and Table A. Hence, no change in NIT
10	Schedule of Requirements	Delivery Schedule	Delivery Schedule: Delivery schedule as indicated above, shall reckon from the date of Contract However, in case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed subject to furnishing of all the documents or compliance of all requirements of Customs by the Supplier required for registration of project. In case of direct import, delivery shall not be linked with issue of PCD certificate.	In case of Foreign manufacturers also , delivery should reckon from PCD registration with customs. Elese PCD Registration certificate of concerned project should be handed over along with contract for smooth delivery of the equipment		Explained. No change in NIT.

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No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Response of CIL
11	BOQ - Cost Cap Spares	C.6.2.1 4th para	Management and storage of spares and consumables from 2nd year of operation from the date of commissioning onwards (i.e. after completion of warranty period) till completion of contract period will be under the scope of the supplier. The Spares Cost Cap shall be fleet-wise / project-wise for dumpers and dozers.	The BOQ states that Cap value is for fleet of equipments . Pl. clarify that the cap value provisions are not applicable on Per machine basis from 2nd Year onwards		The Spares Cost Cap value is for fleet / project in case of Dozers. Pl. refer Clause C.6.2.1 4th para "Management and storage Th Spares Cost Cap shall be fleet-wis project-wise" as per line item BOQ.
12	Provision of Spare Parts	C.6.2.1 (ii)	The Spares Cost Cap shall be in Indian Rupees (INR) only and exclusive of estimated GST. Estimated GST shall also be indicated separately. The Spare Parts Stores/facility to be operated by the Supplier shall be GST registered storage facility or else the supplier will have to get the Stores/facility registered with GST authorities at least before commencement of Spares Cost Cap in the 2nd year of operation of the first equipment commissioned.	Custom duty (BCD) Variations to be provided along with Exchange rate protection as most of the spares are imported in nature		No change in NIT.
13	Provision of Spare Parts	C.6.2.1 (iii)	The supplier shall submit the comprehensive Price List at least 6 months prior to the 2nd year of operation of the first equipment commissioned (in hard copy duly signed as well as in soft copy), covering all the spares and consumables and assemblies / sub-assemblies etc. required during lifetime of the equipment to CIL. CIL will examine the same with respect to any other Price List, if available, applicable on the first date of applicability like Depot Agreement Price List / RC prices etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. This list may be different from the Depot Agreement price list to the extent that the Price List under Spares Cost Cap will be comprehensive one including all bought out items, oils and lubricants etc. whereas the Depot Agreement Price List normally excludes these items. The approved Price List will be valid at least for a period of one year from its applicable date. If any item appears in this Price List as well as in the Depot Agreement Price List / RC price list / any other approved Price List of the same firm for other equipment, the lowest price will be applicable against all such lists. The time period for such circulation of approved Price List shall be about 3 months prior to the 2nd year of operation of the first equipment commissioned. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the Price List submitted to CIL but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.			No change in NIT.
14	Provision of Spare Parts	C.6.2.1	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	Capturing each and every item in the price list is not possible accordingly provison for supplementry parts price list has to be provisoned, however it shall include the items which are critically required to maintain the equipment but not covered in the approved price list		No change in NIT.

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Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
15	Provision of Spare Parts	C.6.2.1 (iv)	For subsequent years during the contract period, the supplier may continue with the same approved Price List or submit the next Price List (in hard copy duly signed as well as in soft copy)which may include items with alternate part nos., if any. However, no new item shall be included. If a new Price List is submitted, it should be submitted at least 6 months prior to the applicable year of operation of the first equipment commissioned to CIL along with the statement of increase / decrease in item-wise prices from the previous approved price list with proper justification for increase in prices. CIL shall examine the same especially in relation to the increase with the previous year etc. and after its approval, circulate the approved Price List to the concerned subsidiary HQ and mines/projects. The time period for circulation of approved Price List shall be approximately within 3 months after receipt of the new Price List. In case of delay in circulation of the approved Price List, the Supplier may continue to supply the items as per the previous approved Price List in operation but these provisional rates will be regularized subsequently when the approved Price List is circulated by CIL.	In any case the price list has to be approved and circulated min 3 months in advance. No separate justification to be asked regarding the spares prices offered for respective Year. Please allow to add / delete the items during every year of operation, considering the expected consumption during respective year. Such price lists should be submitted 6 months in advance of commencement of respective Year of operation eg: During 1st Year- 2nd Year parts price list will be submitted During 2nd Year- 3rd Year parts price list will be submitted along with additions / deletions and so on for subsequent Years		No change in NIT.
16	Provision of Spare Parts	C.6.2.1 (v)	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.	Supplying such spares with the OEM price certificate may also be explored		No change in NIT.
17	Provision of Spare Parts	C.6.2.1 (v)	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.	Provision has to be provided for - offering as- To be supplied with OEM Price certificate		No change in NIT.
18	Provision of Spare Parts	C.6.2.1 (ix)	Based on the requirement generated as per the fortnightly Inspection Report(s), the Area Excavation Engineer-in-Charge will send to the Area Purchase Cell, the complete details of those spares and consumables against the Open Provisional Purchase Order, which are required for the month/quarter depending on the nature of equipment. The Area Purchase Cell shall thereafter proceed to place Formal Order on the Supplier within 10 days with the concurrence of Area Finance and approval of Area GM. In case the items are not covered in the Open Provisional Purchase Order but the prices are indicated in the approved Price List, the same may also be taken into consideration as long as the limit for Spares Cost Cap is not exceeded. The delivery of the spares and consumables to the Regional/Area Stores shall be made thereafter within 15 days. The materials shall be routed through Regional/Area Stores of the concerned Area (not unit stores / charged off stores). The procedure for acceptance of materials, lifting of materials from Stores, use in the machine			Even in such cases, Purchase Orders will have to be placed . No change in NIT.
19	Provision of Spare Parts	C.6.2.1 (ix) (b)	The Regional/Area Stores will enter the receipt of the items in the concerned register and arrange for inspection of the items by the concerned Area Engineer(s) or his authorized representative(s). On acceptance of the material, the Stores Receipt Voucher (SRV) will be raised by the Regional/Area Stores. The materials will then be moved from the Receipt Section to the Issue Section.	to minimize downtime.		No change in NIT.
20	Provision of Spare Parts	C.6.2.1 (xi)	In case of total value of spares and consumables for a particular year exceeding the Spares Cost Cap of a particular year, the additional spares and consumables shall have to be supplied on FOC basis. The procedure for accounting and maintenance of records to be followed for FOC supplies will also be the same as above.	The flexibility of using (Preponding) the cost cap should be provided to supplier. The expected life is an estimation and same may varry accordingly the provision as requested will help supplier improving uotime of machine	This clause was amended in the tender no. CIL/C2D/20cu.m. Elec. Hyd. Shovel/R-139/2-22/372 dated 03.05.2021 and Cil.C2D/10-12 cum Hyd. Shovel/R-140/21-22/373 dated 24.05.2021. Kindly confirm its application in this tender.	Since this tender is on fleet basis, the amendments, in the two Hyd. Shovel tenders (which is on equipment-basis), is not applicable. No change in NIT.

Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
21	Provision of Spare Parts	C.6.2.4	In the event that operation of the equipment is inhibited or frustrated as a direct result of lack of spare parts and consumables, pursuant to Clause C.6.2.2 hereof, then the period referred to in Clause C.6.2.1 hereof shall be extended by a period of not less than the period during which operation as aforesaid was inhibited or frustrated.	We understand that the downtime for such duration will not be considered in calculation of availability. If not than this clause need to be removed.		No change in NIT.
22	Provision of Spare Parts	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.7, Part - D of the technical specifications the expected working hours per annum from 1st year to 3rd year are 5000 (five thousand) hours and from 4th year to 6th year are 4500 (four thousand five hundred) hours for 850HP Crawler Dozer. The expected average working hours per annum as indicated are only approximate hours and may vary $+$ 500 hours. Total duration of contract will be 6 years for Crawler Dozers irrespective of working hours. In case, actual average working hours of the fleet of the project exceeds 31,500 [{(5500 x 3) + (5000 x 3)} = 31,500] hours during the tenure of 6 years (72 months) of contract period, then consumable items (as declared by the bidder in the offer/Spares Cost Cap) will be procured by the purchaser from the Supplier.		In case, actual working hours exceeds the expected total working hours i.e. 30,000 + 3000 hours of the equipment during the tenure of contract period, then all the spares including consumable items (as may be required to run the equipment for such excess hours) will be procured by the purchaser from the Supplier at additional cost as per Supplier's prevailing Price list	No change in NIT
23	Guarantee	C.7.2.2	The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by: 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. 2. Providing co-operation to all Suppliers' authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime. 3. Where appropriate, providing and maintaining such conditions as: - Proper Electrical Supply - Terrain Area - Bench Preparation - Reasonable Floor Conditions 4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities.	Considering performance requirement and high uptime following should be explicitly defined in the Tender Document as same form the basis of execution of contract if entered: CIL to give type of manpower / quantity / tradewise/ designation wise which will be made available every day for maintenance of machine to carry out maintenance as per Suppliers recomendation as parts stocking depends on available and quality of manpower. CIL / supplier to jointly certify the capability of provided manpower to run a contract. Daily check list to be provided by CIL as per operation manual / suggested by supplier which will be document of daily availability. CIL to carry out activites suggested by supplier on daily basis for completion of JOB .Timelines should be as suggested by supplier. All facilities like workshop /infrastructure to be provided as per suppliers recomendation / suggestion which is required for running and maintenance such type of machine as per standard /worldwide practice . IF FACILITIES ARE NOT MADE AVAILABLE AS PER SUPPLEIR RECOMENDATION AVAILABLITY CLAUSE HAS TO BE SUITABLY RELAXED Security and storage of the materials facility to be provided by CIL/project as it is not feasible to take care of security in Purchaser mine sites.		Explained. No change in NIT.

Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
24		D.4.1	The engine shall be environment friendly with minimum BS IV / EPA Tier II or equivalent standard certified. However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply. Certificate for BS IV / EPA Tier II or equivalent from engine manufacturer is to be enclosed.	Pl. incorporate Compliance- Self certificate from OEM complying to EPA Tier-ii will be provided Pl. remove - However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply - Engine will be in compliance to Offer		No change in NIT
25	Engine, Technical Specifications	D.4.1	(ii) In case of any hardware problem of the laptop during the contract period, the supplier shall have to replace the same at free of cost along with the software.	Pl. note that breakage / Impact damage or malware related defects has to be relaced at Purchasers end. Software will be made available across contract duration.		No change in NIT
26		D.4.1	A suitable electronic tool (laptop) loaded with compatible software and all related accessories shall be provided project wise (1 no. laptop for a fleet of 5 nos. or part there off) along with special tools for retrieval and analysis of the recorded critical parameters of self-diagnostic features, real time monitoring and equipment health-monitoring systems fitted with the equipment.	Pl. clarify in case for same project the CW & Ripper total requirement is less than 4, Only one tool will be desired or it is 1 tool against each type of Equipment.		Laptop to be provided item-wise as per BOQ.
27	Operator's Station, Technical Specifications	D.4.12	A suitable Operator's Station shall be provided on the equipment as per Gazette notification issued by Chief Inspector of Mines vide F.No. Z-20045/01/2018/S&T (HQ) Dhanbad, the 1st October, 2018.	Pl. specify the Requirements relevant to Dozers, if any		The details are already mentioned in NIT technical specification under Clause D.4.12.1 to D.4.12.5 and are to be in compliance with the DGMS notifications as per latest amendments.
28	Automatic Fire Detection and Suppression System, Technical Specifications		A suitable automatic fire detection and suppression system of reputed manufacturer (indigenous or imported), shall be provided on the equipment complying DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020	Pl. specify - the system required is of 2 Zone Type or Single Zone Type		It should be strictly as per NIT requirement conforming to latest DGMS guidelines. The system shall operate in active fire area only as mentioned in the Clause D.4.18 and manufacturer shall provide AFDSS accordingly.
29	Health Monitoring System (HMS), Technical Specifications	2.0	The equipment shall be provided with suitable licensed, on-line, real time, monitoring interface facility, compatible for GPS/GPRS-based transfer of equipment performance data (commonly known as HMS) to third party equipment management system. The system shall have OBD Self-diagnostic & error alarm features and should capture the parameters of HMS module and other parameters not covered by HMS of the equipment to monitor the following items: i. Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation ii. Maximum speed, average speed, distance travelled iii. Engine oil pressure & temperature iv. Coolant temperature vi. Coolant temperature vi. Coolant flow / Coolant level viii. Engine RPM viii. Intake air pressure & temperature ix. Fuel level and fuel consumption rate x. Hyd. oil temperature & pressure xii. Engine electrical system - Battery voltage and Alternator out put	Pl. clarify: what doe it mean by "other parameters not covered by HMS of the equipment to monitor the following items" Following to be changed suitably- ii. Current speed and distance travelled can be indicated iiii. Engine Oil pressure - Temperature has to be removed vi. coolant flow / coolant level/ coolant pressure Following to be removed- v. Exhaust gases temperature xi. Engine electrical system - Battery voltage and Alternator out put		No change in scope. However OEM's standard measuring points in different form in respect to NIT requirement is acceptable.

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Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
30	Health Monitoring System (HMS), Technical Specifications	D.6	batch form for at least one month period and shall have suitable port to download these data to a laptop / data storage system. Alert audio messages to be given to Dozer Operators and control room person for the following events: a. In the case of operator exceeds pre-defined maximum speed. b. In the event of any equipment travelling in opposite direction falls in line.	Following to be changed suitably- One week period data can be stored instead of One Month. Alert audio messages to be given to Dozer Operators and control room person for the following events:Following to be removeda. In the case of operator exceeds pre-defined maximum speed. b. In the event of any equipment travelling in opposite direction falls in line. Following will be installed at site as part of AFDSS - c. Fire warning to operator and to control room in case of catching fire. Note- It is the responsibility of the Third party to setup their radio/suitable device/hardware on machine to transmit data to office using mine network.		No change in NIT
31	Performance Guarantee, Technical Specifications	D.7		Pl. provide 7 days time from 3rd Year onwards considering contract duration of 6 Years as well as min 15 Days once in 4th /5th / 6th Year to carry out repair, if any		No change in NIT

Sl. No.	NIT Clause	NIT Clause No.	Clause Description	Firm A	Firm B	Response of CIL
32	Performance Guarantee, Technical Specifications	D.7	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 not be less than 80% (eighty percent) annually for a period of 1st year to 4th year of operation and 79% (seventy nine percent) annually for a period of 5th year to 6th year of operation from date of commissioning.			No change in NIT
33	Additional		Office accomodation & Residential accomodation		Exclusive manpower is required to be deployed in the projects for joint inspection with Excavation Dept., continuous monitoring of the equipment, management of stores at sit etc. Kindly provide office accomodation and residential accomodation for these engineers on chargeable basis	No change in NIT.