

<b>CIL clarification for Pre-Bid Meeting of 20 CuM HYD. Face Shovel on 21.05.2021(Tender Reference No: CIL/C2D/20cu.m Elec. Hvd. Shovel/R-139/21-22/372 dated 03.05.2021)</b>							
Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications				
			Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5
							Clarifications/ Response
1	Clause no.ix of 17A of ITB	Also, proof of payment (as mentioned under xii below) for the equipment supplied against the supply order should be submitted along with the self-certificate. In case, any specific purchase order (s) has /have not been fully executed and any complaint/claim is pending, then details of such cases have to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.	Kindly clarify : 1. In which cases proof of payment will be applicable , such as a) When confidentiality clause is applicable, b) when OEM self certifying the performance? 2. The documents mentioned as proof of payment will include prices whether it will supercede the clause 14.2 Technocommerical bid Cover "It should be noted that the Cover-I should not contain the price."				1.It has been clarified in the first para of Clause no.ix of 17A of ITB that proof of payment in addition to self certificate, in case performance report of end user is not available. 2.The price indicated in proof of payment doesnot have any relation with the quoted price of the bidder. hence, this clause is not superceding.
2	Clause no.xii of 17A of ITB	Any of the following documents shall serve the purpose of "proof of payment": i) Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions. ii) Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if any. iii) Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy(ies) of invoice (s), where applicable iv) Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s) and payment and deduction (s) if any.			Proof of payment is not possible to receive from Foreign entity. Request to please delete this clause.		No change
3	Clause no.14.2.i of ITB(LOB)	Letter of Bid (LOB): The Letter of Bid (LOB) as per the format given at[Annexure-I ]will be printed on Bidder's letter head (duly filled in, signed and stamped with the seal of the company) by a person competent and having the "Authority" /"Power of Attorney" to bind the bidder. Scanned copy of such a "Signed & Stamped with the Seal of the Company" LOB along with "Authority"/"Power of Attorney" are to be uploaded during bid submission in Cover-I. This will be the covering letter of the bidder for his submitted bid. The contents of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from the website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid may be liable for rejection.				Given the current scenario, it is very difficult to obtain a power of attorney on non-judicial stamp paper and notarized. We request CIL to allow "Letter of Authority" on the Letterhead of the company. Please find enclosed extract from a tender floated by MCL which elaborates the requirement.	No Change possible , as it is a Legal document
4	Clause no.14.2.iv(e) of ITB(LOB)	Copy of the last (latest) purchase order for the tendered / similar item(s) received from any Organization / Ministry / Department of the Govt. of India Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization. This order copy is required to assess reasonableness of offered prices and may be different from the order copies submitted towards provenness criteria.				Subsidiaries seek copy of a latest purchase order at the time of bid submission and copy of another latest purchase order at the time of price justification. Kindly clarify.	The copies of Purchase Order submitted for reasonableness of price and provenness may either be same or different
5	Clause no.17.A.ix of ITB(17. Documents Establishing Bidder's Eligibility and Qualifications )	In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted model or similar equipment have been fully executed and performed satisfactorily for a minimum period of 03 years from the date of commissioning of the equipment and the desired parameters of the performance of the equipment stipulated in the supply orders have been met and no warranty / guarantee claim and all the complaints/claim (s) lodged by the Purchaser, if any, has been attended to and no warranty/guarantee claim and complaint /claim(s) is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted Model of Equipment. Also, proof of payment (as mentioned under xii below) for the equipment supplied against the supply order should be submitted along with the self-certificate. In case, any specific purchase order (s) has /have not been fully executed and any complaint/claim is pending, then details of such cases have to be categorically mentioned with the reasons thereof so that decision making is in clear perspective without any hidden facts in the subject matter.  In case Authorized Indian Agent / Indian office / Indian Subsidiary is submitting the offer on behalf of the Original Equipment Manufacturer or Indian Manufacturing entity is submitting the offer, self-certification & proof of payment as mentioned above, duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be uploaded regarding performance as mentioned above.  The authenticity of the self-certificate as well as other documents submitted /		Self Declaration towards proof of payment			No change

6	Clause no.17.A.xii of ITB(17. Documents Establishing Bidder's Eligibility and Qualifications )	Any of the following documents shall serve the purpose of "proof of payment":  i) Self-attested copy (ies) of invoice (s) along with self-attested copy (ies) of Bank Statement(s) or relevant pages of the Passbook. In case of payment amount being less than the invoice amount, a statement by the bidder (supplier) explaining the reason(s) for deductions. ii) Self-attested copy (ies) of Payment certificate (s) issued by the Purchaser or its Paying Authority giving the details of invoices(s) and payment and deductions, if any. iii) Self-attested copy (ies) of GST TDS certificate (s) for the supply along with self-attested copy(ies) of invoice (s), where applicable iv) Self-attested copy of the Certificate issued by practicing Chartered or Cost Accountant giving the details of the invoice(s) and payment and deduction (s) if any.		Prices are governed by confidentially agreements hence requested pl. arrange to change suitably(will be masked for the purpose of proof)		Amendment - 8 dated 08.01.2021 of the CIL Purchase Manual was issued subsequent to the supplier's request to consider the performance of machines in CIL / Subsidiaries without a copy of performance certificate in the bid documents, citing the practical difficulties in obtaining them. Hence, kindly remove this requirement of submitting proof payment for the machines supplied to Private Organizations and Foreign Organizations. Further, this will reveal the price of the equipment in the bid documents.	No change. In the cited amendment proof of payment was also advised to be submitted.
7	Clause no.22.5 of ITB(Bid Prices)	Indigenous manufacturer shall quote for no. of equipment under Normal Customs Duty (NCD) and Project concessional Duty (PCD) as detailed in Sec-V "Schedule of Requirement". They should also indicate the following information, in their offer (in BOQ 2 folder) for equipment with Project Concessional Duty (PCD) only: -  a) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender. b) Rate of Customs Duty, IGST and any other cess/duty as applicable on assessable value (CIF Value) of imported component taken for computation of the prices. c) Rate of Exchange taken for computation of the prices.  In case of order for equipment under PCD on Indigenous manufacturers, 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 documents or compliance of all requirements of Customs by the Supplier required for registration of project. However in case of direct import, delivery shall not be linked with issue of PCD certificate.		Pl. change the same as - delivery period will be counted from the date of intimation to the supplier that the project registration with Customs has been completed.			All M/cs are on NCD, hence may not be relevant
8	Clause no.22.6.f of ITB(Bid Prices)	The purchaser will pay only Customs Duties applicable to imported goods. All activities to clear goods through Customs and transport to Named Place of Destination will be undertaken by the supplier at its cost. Payment in respect of Custom Duties properly levied on the CIF value of the imported goods shall be made in INR in the following manner :  (i) The supplier shall submit Check List with appropriate Customs Code (H. S. Code) along with a copy each of the supplier's invoice, freight bill and insurance bill well in advance to the C&F Deptt. of CIL. (ii) After examination, the C&F Deptt. of CIL will inform the supplier the correctness of leviable customs duties for preparation of Bill of Entry. (iii) Thereafter, the supplier will submit the final Bill of Entry to the C&F Deptt., CIL for payment of Customs Duties to Customs Authorities. (iv) C&F Deptt., CIL will pay Customs Duty directly to Commissioner, Customs by Account Payee Cheque / Electronic Fund Transfer. (v) After payment of customs duty by CIL, the supplier will arrange clearance of goods at Port. After final clearance of goods at Port, the supplier will submit duplicate Bill of Entry to HOD, C&F Deptt. of CIL.				Kindly note as per SCC clause no. 8.3.1, Letter of Credit will have the provision of partial shipment. In this context we would like to intimate that some component like undercarriage of the equipment may be shipped from Manufacturer's subsidiary plant situated in a different country whereas the base equipment will be shipped from OEM plant. Under such situation CIL may have to pay customs duty more than once for each equipment consignment.	Partial shipment is intended for three phases of delivery of the Equipment. Therefore , it may not be construed for part shipment of the Components of a complete equipment. Since there is no price break-up of various assys/ sub assy/ spares of the equipment, part payment of Customs against components will not be feasible.
9	Clause no.22.7 of ITB(Bid Prices)	Prices quoted by all the bidders for equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares Cost Cap value for Spares & Consumables for a period of 7 years for 2nd to 8th year of operation for each equipment, shall remain firm during the particular year till supply of these items.		Should be allowed 2 time variation during year or prevailing prices has to be agreed upon		To confirm in case of RC for the spares after warranty period the contract would be signed and executed by CIL or the subsidiary.	Prices will remain Firm.  Kindly refer clause C.6.2.1 (iii) of Technical Specifications Section -VI

10	Clause no.23 of ITB( Bid Currencies )	<p>The prices shall be quoted in the following currencies:</p> <p>i) For Indigenous Manufacturer: For Goods and Services that the bidder will supply from within the Purchaser's country, the prices shall be quoted in INR.</p> <p>ii) For Foreign Manufacturer: For Goods and Services that the bidder will supply from outside the Purchaser's country, the prices shall be quoted in only one of the following currencies US Dollar, EURO, GB Pound, Japanese Yen, Australian Dollar, Swedish Krona and Korean Won. The chosen foreign currency should be the same for the equipment and consumable spares and consumables during 1st year of operation.</p> <p>Foreign manufacturers can quote for Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in INR also.</p> <p>iii) Spares &amp; Consumables for a period of 7years under Spares Cost Cap for 2nd to 8thyear of operation for each equipment shall be in INR only (this is applicable for both indigenous and foreign manufacturers).</p> <p>iv) The Port Charges, Clearing &amp; Forwarding Charges and all other incidental charges, inland transportation charges, inland insurance charges for delivery upto Named Place of Destination and erection and commissioning charges should be quoted in INR only.</p> <p>The payments will be made by the Paying Authority to the manufacturer and / or Indian agent as per the duly filled in format for 'Bank Details for Electronic Payment' submitted as per [Annexure-14], Sample Form, Section VII. The bidder shall ensure uploading of these documents for payment in INR as well as in foreign currency in "Commercial Docs".</p>		(In respect to point no.3) In case custom duty on that particular item is increased the extra amount has to be supported. (GST Rate as per HSN Code on the date of contract signing and GST rate prevailing as on date of supply can be referred while adjusting / releasing add payment.				Please refer Clause 29 Note 3 at page-41 of ITB
11	Clause no.26 of ITB(Shortfall/ Confirmatory Documents)	<p>So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its linkage order(s) /completion / performance certificate, the linkage order(s) / certificate related to that supply order can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.</p>	<p>We do not agree to this. Coal India is requested to amend this clause.</p>					No change
12	Clause no.26 of ITB(Shortfall/ Confirmatory Documents)	<p>These documents are to be uploaded within the specified time period. The above documents will be specified on-line under the link 'Upload Shortfall/ Confirmatory Documents', after scrutiny of bids, indicating the start date and end date giving 7x24 hours duration for online submission by bidder. The bidders will get this information on their personalized dashboard under "Upload Shortfall/ Confirmatory Document/Information" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard at least once daily after opening of bid. If further clarifications/shortfall documents are required, another chance will be given through confirmatory link, keeping a time frame of 5x24 hours, for on-line submission of documents.</p>	<p>Kindly modify the shortfall duration to 7 working days and 7 working days these are high value bids and shortfalls needs to be arranged from OEM and sometimes translation and notarization may also be required for complying to NIT Terms. Considerin the current situation getting docuements notarized and process will take additional time.</p>					No change
13	Clause no.27 of ITB(Conversion to Single Currency )	<p>Conversion to Single Currency</p> <p>a) To facilitate evaluation and comparison of the bids, all bid prices expressed in various foreign currencies will be converted in Indian Rupee.</p> <p>b) The applicable Exchange rate prevailing on the price-bid opening date shall be fed to the system by the Purchaser after opening of Price Bid. The applicable rate will be "Bill Selling Rate" of State Bank of India. Otherwise the reference rate as available from RBI website will be taken.</p>	<p>RBI doesn't publish reference rate anymore kindly amend this to FBIL reference rate.</p>					The exchange rate of Foreign Currencies shall be fed to the system upon obtaining the same from Competent Banking authority and will be indicated in the Auction BoQ for information of all concerned.
14	Clause no.29 of ITB( Evaluation and Comparison of the Bids )	<p>Clause no.29(B)A</p> <p>The bidder shall quote the FOR destination prices of all consumable spares and consumables during warranty period (unit prices multiplied with the quantity of items) in Indian Rupees for each equipment. The total amount of GST shall be also mentioned in BOQ template.</p>		<p>GST has to be indicative however same has to be charged extra as applicable .</p>				Please refer Clause 29 Note 4 at page-41 of ITB
15	Clause no.29 of ITB( Evaluation and Comparison of the Bids )	<p>Clause no.29(B)C</p> <p>Total Landed Spares Cost Cap price of all spares and consumables for each year of operation will be arrived at by adding total estimated GST amount on FOR Destination price of Spares Cost Cap price of all spares and consumables separately for each year of operation. The total estimated amount of GST for each year of operation shall be mentioned in BOQ template.</p>		<p>Pl. clarify - what is meant by estimated ... in case of increase in GST same has to be paid extra</p>				Please refer Clause 29 Note 4 at page-41 of ITB
16	Clause no.29 .C.2 of ITB( Evaluation and Comparison of the Bids )	<p>Basic Customs Duty (BCD) on assessable value (which will be CIF value), Social Welfare Surcharge (at the applicable rate on BCD) and IGST (on assessable value plus BCD plus Social Welfare Surcharge), will then be added on the CIF price. The GST on Marine freight and GST on Indian Agency Commission shall be auto-calculated and will be added to total price with customs duty to arrive at total foreign currency component. 100% Input Tax Credit shall be considered on GST and IGST. Therefore, the total component of GST and IGST shall be deducted from the total foreign currency component to arrive at "Net foreign currency" component which will be carried over to the front sheet after multiplying by unit quantity of equipment under head "Total Value of all Prices quoted in Other Currency for Equipment, Spares &amp; Consumables" in BoQ1 sheet.</p>				<p>Kindly clarify who will pay the GST on Marine Freight. If CIL is going to pay, kindly provide the applicable rate of GST, to fill in the BOQ.</p>		GST on marine freight will be paid by CIL directly.

17	Clause no.34.1 of ITB(Security Deposit)	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. ccessful bidder along with the SDBG.			Request to waive this penalty clause as there is no advance payment.Also there is no interest payable to supplier due to delayed payment	1. Kindly provide 60 days time from the date of NoA to submit the SDBG, as it is difficult to obtain BG in foreign currency in India by the Foreign Manufacturer within 30 days. 2. Kindly remove the penalty for late submission of SDBG, as the interest of CIL is protected through other provisions of NTT, like invocation of Bid Security Declaration.	to delete the penalty for delay in submission as International banks take time to confirm the acceptance of the format provided in Annex VIII	No change
18	Clause no.38(d) of ITB(Purchase Preference under 'Make in India' Policy)	Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.		What is meant by Item - Equipment only or Equipment + Contract spares				Please refer the 2nd and 3rd para of the above clause for clarification on Local content.  For the purpose of MII benefit, only Equipment Price will be considered
19	Clause no.38(d) of ITB(Purchase Preference under 'Make in India' Policy)	As per the OM dated 04.03.2021, it has been clarified by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry that bidders offering imported products will fall under the category of Non-Local Suppliers. They can't claim themselves as Class-I Local Suppliers/Class II Local Suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition. In view of above, "Local content" will not include services such as transportation, insurance, installation, commissioning, training and after-sales service support like AMC/CMC etc. as local value addition.		Pl. clarify that spare parts across contract duration will be considered while calculating Local content or it is equipment price only.				Please refer the 2nd and 3rd para of the above clause for clarification on Local content.  For the purpose of MII benefit, only Equipment Price will be considered
20	Clause no.6.2 of GCC(Security Deposit)	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.					to amend 15 days to 30 days.	No change
21	Clause no.6.4 of GCC(Security Deposit)	In case of equipment, SDBG shall not be individual equipment wise. However, multiple Bank Guarantees for Security Deposit shall be permissible provided value of all the SDBGs totals to 10% of the contract value, and all are submitted simultaneously within the specified time schedule and all of them are in the same prescribed format of SDBG without linking to any particular equipment.		To be changed to 3% ( Indicated in SCC) else SCC should prevail over GCC				Please refer SCC Clause 1.1 at page 66 of SCC, Section -IV
22	Clause no.6.5 of GCC(Security Deposit)	The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee in case of supply contracts and in case of contracts for equipment involving installation and commissioning, 3 months after the supply and commissioning of all the equipment covered in the contract.					to make this 12 months as per RBI norm	Please refer SCC Clause 1.7 at page-66
23	Clause no.7.5 of GCC(PBG)	The PBG (s) shall remain valid till 3 months after the completion of warranty period.			In SCC, it is mentioned that the PBG(s) shall remain valid for 3 months after the completion of the contractual period of all the equipment covered in the contract. also please note that currently banks are not allowing validity of Bank guarantee more than 3 years. Otherwise we have to deposit same amount of cash for eight years in bank to issue this bank guarantee which is becoming very difficult for us. Please modify the clause so that PBG can be renewed in every 3 years upto the contract period.		to make this 12 months as per RBI norm.	No change
24	Clause no.7.7 of GCC(PBG)	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.		Has to be automatically released after submission of Avail reports duly signed by end user. In case same need to be extended beyond originally submitted duration without fault of supplier , the charges of PBG extension has to be borne by purchaser				No change

25	Clause no.13.2 of GCC(Warranty)	This warranty shall remain valid for twelve (12) months from the date of Commissioning of the equipment. However, in case of other Goods, warranty shall remain valid for eighteen (18) months from the date of receipt and acceptance of materials at consignee's end or twelve (12) months from the date of its use / fitment / commissioning, whichever is earlier.					THCM request CIL to clarify is this applicable for the spares to be fitted from Year 2 to Year 7. Also, we request CIL to clarify the definition of "other goods".	Other goods here are spares and consumables.
26	Clause no.14.3 of GCC(Payment for Indian Agency Commission)	In order to enable the purchaser to avail Input Tax Credit as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit as per Invoice (Credit available to CIL / Subsidiary on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.		In case GST rates are reduced the Invoicing itself will happen at lower price hence the Input credit equivalent to GST amount will be available as Input Tax credit.  In such case comparison with Price Bid is not relevant				Comparison are made considering the Input tax credit available for GST.Hence, no clarification required.
27	Clause no.1.1 of SCC(Security Deposit)	The successful tenderers will have to submit Security Deposit for 3% (three percent) value of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit.		Taxes and duties (GST) has to be exempted for calculation of SD				No change
28	Clause no.8.2.1 of SCC(Payment terms)	For Payment of equipment in Indian Rupees: (a) 80% value of the equipment and 100% taxes and duties and other charges including Inland Freight charges and transit insurance charges but excluding erection and commissioning charges shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end, and submission of either: Performance Bank Guarantee having validity till 3 months after the completion of 8yearsfrom the date of commissioning of all the equipment covered in the contract; or Copy of validity extension of SDBG, in case SDBG is converted into PBG at the option of the supplier, till 3 months after the completion of 8years from the date of commissioning of all the equipment covered in the contract. In case of non-submission of PBG or converted SDBG, payment may be made after deducting equivalent amount as PBG on specific request of the Supplier. (b) Balance 20% payment including erection and commissioning charges shall be made within 21 days after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed. (c) Inland Freight charges and Inland insurance charges shall be paid at actuals subject to ceiling of the quoted rates/ prices under these heads.			Please modify as within 21 days after receipt pf consignment of the equipment at site at the consignee's end.			No change
29	Clause no.8.2.4.cof SCC(Payment terms)	The following Lowest Price Certificate as per SCC clause - 9.3: "We certify that prices for the items supplied are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price".		Similar word to be removed .				No change
30	Clause no.8.2.4.f of SCC(Payment terms)	The following Price Fall Certificate as per SCC Clause- 9.3 " "We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract".		Similar word to be removed .				No change

31	Clause no.8.2.6 of SCC(Payment terms)	<p><b>Submission of Documents for Payment in Indian Rupees for spares and consumables during 2nd year to 8th year of operation under Spares Cost Cap:</b></p> <p>For payment for Spares and consumables under Spares Cost Cap in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:</p> <p>a. Two copies of the Supplier's invoice, Pre-Received and Stamped showing Contract Number, Goods description, quantity, unit price, total amount and GST No. of Ultimate Consignee.</p> <p>b. Copy of Receipted Challan/ Consignment Note of all the consignments.</p> <p>c. Equipment Manufacturer's / Supplier's Warranty / Guarantee Certificate as per GCC Clause-13.2.</p> <p>d. The following Lowest Price Certificate as per SCC clause - 9.3 : "We certify that prices for the items supplied are the lowest and not higher than as applicable to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization and it will be our responsibility to inform the Purchaser in case items are supplied at a lower price."</p> <p>e. The following Price Fall Certificate as per SCC Clause- 9.3 "We certify that we have not offered to supply / supplied the ordered / similar item(s) at a lower rate to any Organization / Ministry / Department of the Govt. of India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization during the currency of the Contract".</p> <p>f. Certificate that the spares and consumables being supplied during the ...th year of operation and for which payment is being sought, has not crossed the cumulative Spares Cost Cap value of the ...th year of operation of the Machine</p>				<p>THCM request CIL to clarify that Lowest Price Certificate is it to be submitted for each spare billing or one time at the starting of the year?</p> <p>We would request CIL to kindly amend the requirement of Lowest Price Certificate to be on a yearly basis.</p> <p>Also for clause f. need more details understanding as invoicing of spares and consumables may happen weekly/monthly and the we have to reconcile the accounts everytime when the bills are raised. Hence kindly delete the provision of this certificate.</p>	No change
32	Clause no.8.3.1 of SCC(For Payment of equipment in foreign Currency )	<p>i) An unconfirmed, irrevocable letter of credit will be established for net CIF value after deducting Indian Agency Commission, if any from the CIF value.</p> <p>ii) 80% payment of the net CIF value will be made through unconfirmed, irrevocable letter of credit against submission of: A. shipping documents; B. Self-attested copy of acceptance letter of the PBG as per Clause 2, SCC, Sec-IV by the concerned subsidiary OR Self-attested copy of acceptance letter of the extended SDBG as per Clause 1.11, SCC, Sec-IV by CIL or letter for deduction of equivalent amount from their bills. C. Copy of Receipted Challan/ Consignment Note of all the consignments.</p> <p>iii) Balance 20% of the net CIF value will also be paid through same unconfirmed irrevocable, letter of credit against submission of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Deptt. of the subsidiary company, where the equipment has been deployed.</p> <p>iv) The Marine freight and Marine Insurance charges shall be paid at actuals subject to ceiling of the quoted amounts.</p> <p>All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by purchaser and all charges in the seller's country shall be borne by the beneficiary.</p> <p>The letter of credit shall not be confirmed. In case the bidder insists for confirmation of the letter of credit, the cost of confirmation shall be borne by</p>			Kindly modify the clause as mentioned below: "INR Component of Equipment 80% payment of the value of all indigenously sourced items required for fitment in the equipment during commissioning and 100% taxes and duties and other charges including Port Charges, Clearing & Forwarding Charges and incidental charges, Inland Freight charges and Inland insurance charges but excluding erection and commissioning charges shall be made....." Balance 20% of the value of all indigenously sourced items required for fitment in the equipment during commissioning including erection and commissioning charges shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of successful commissioning certificate,....."	to kindly clarify how much time would it take from Notification of Award/Sign of Contract to establish letter of credit.(query in respect of L/C shall be opened by the paying authority of the concerned subsidiary.)	No change
33	Clause no.14 of SCC(Changes in Order )	<p>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.</p>			These changes cost the supplier in terms of at least Erection & Commissioning expenses and freight charges. Kindly remove this clause or incorporate provisions to reimburse the additional expenses at pro-rata basis.		Since the Project is same for all the three M/c's , this may not be relevant
34	Sample forms, Annexure - 1 (Letter of Bid) (point no.10)	<p>We abide by the Code of Integrity for Public Procurement as defined in Clause 35, ITB and declare that there had been no transgression of this Code of Integrity with any entity in any country during last three years</p> <p>OR</p> <p>There had been previous transgression of this Code of Integrity for Public Procurement as defined in Clause 35, ITB during last three years with ..... [name of entity (ies) and country(ies)].</p>			Our company has many business verticals operating in many countries. It is near impossible to find out the transgressions, if any, in all the countries. Kindly limit the scope of the clause 35, ITB within India.		No change
35	Sample forms, Annexure - 1 (Letter of Bid)(point no.18)	<p>We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a bidder.</p>			Public Policy of the supplier's country is too broad for us to find out the restrictive practices. Kindly keep this clause in your scope.		No change

36	Sample forms, Annexure - 1 (Letter of Bid) (note)	1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the authority to bind the Bidder. The said document conferring authority upon the person should be submitted by the Bidder alongwith the LOB. If the said document conferring the authority is Article of Association of Company, Partnership Deed of a Registered Firm or any resolution of the company, then the notarized copy of the same should be uploaded. In other cases, the letter of authority should be a Power of Attorney sufficient to bind the bidder.  2. Power of Attorney should be on non-judicial stamp paper and 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.				Given the current scenario, it is very difficult to obtain a power of attorney on non-judicial stamp paper and notarized. We request CIL to allow "Letter of Authority" on the Letterhead of the company. Please find enclosed extract from a tender floated by MCL which elaborates the requirement.		No change, since this is a Legal document
37	Sample forms, Annexure - 4 (Manufacturer's Authorisation form)(point no.7)	We have read the Reciprocity Clause as given in Clause 38.4 of ITB and it does not apply to us as a manufacturer.				Public Policy of any country is too broad for us to find out the restrictive practices. Kindly keep this clause in your scope.		Rules of GOI can not be changed
38	Sample Forms	Annexure - 5			Is there any format for 2nd year to 8th year cost cap which will be submitted in un price bids			No Format, to be submitted by you
39	TPS	TPS excel file closes on its own on selecting any of the options in column L of the TPS-BoQ1 sheet				Kindly provide the TPS file compatible to latest MS office software.		As per existing NIC software, Non-compatible excel does not support
40	BOQ(INR Sheet)	Spares Cost Cap Value of all Spares & Consumables(per equipment) for end year of operation from the date of commissioning of Equipment.				Consumables & Spares shall be supplied as and when required during the period from 2nd to 8th year of operation. Amount of GST vary as per the HSN code of the item and at the applicable rate at the time of supply. As input tax credit is available for GST, this entry of GST amount is redundant. Hence, kindly clarify the amount of GST to be filled.		Estimated GST is taken for Total financial implication of the Equipment only.
41	BOQ(INR Sheet)					Exclusive manpower is required to be deployed in the projects for joint inspection with excavation department, continuous monitoring of the equipment, management of stores at site, etc. Hence, kindly incorporate suitable provision to quote for service supervision charges. These charges shall be quoted on annual basis and may be paid on monthly basis.		No change
42	BOQ(Other Currency Sheet)	Indian Agency Commission included in the quoted FOB price in value(5a)				If the value of FOB price is 100 & the Indian Agency Commission is 5%, the value of Indian Agency Commission is calculated as 4.76. Kindly modify the formulae to show the value as 5.		Formule is correct as per per relevant clause of Nit
43	Requirement of notarized documents					Given the current scenario, it is very difficult to obtain the documents notarized. We request CIL to allow the submission of documents signed and sealed by the bidder.		No change, since this is a Legal document
44	Clause no.C.6.2.1(ii) of Technical Specifications	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.					THCM request CIL is requested to provide suitable space for opening GST registered Stores at site which would be used for stocking the spares, additionally the accommodation for THCM supervisory staff closers to site.	No change

45	<b>Clause no.C.6.2.1(iii) of Technical Specifications</b>	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.	Coal India is requested to amend this to " submission of tentative 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 most of the spares and consumables and assemblies / sub-assemblies etc. required during lifetime of the equipment to CIL. However, supplier, reserves the right to change to change the part number or the part at any point of time due to upgradation on any parts."	Prices offered against contract can be different from depot agreement price lists as the validity duration may be different		The primary objective of moving from GPCC to Cost Cap module is to simplify the process and also to optimise the cost. While provision of submission of price list 6 months before the 2nd year is acceptable to us. There should not be any process for approval of the price list by CIL. CIL will appreciate that the bidder is obliged to maintain the availability of the equipment as per NIT requirement during the contract period and CIL's obligation is limited to paying for the spares consumed subject to the maximum of the cost cap value offered. Hence, the scrutiny of individual parts price in the price list is irrelevant and the provision may be removed. Further, it may be noted that modification of any GST invoice or adjustment thereof on a later date is quite complex process and such provision should be removed from the NIT.	Since said tender is under competitive bid, and the rational to the final prices in the bid are basis the competitive bidding and Reverse Auction. Hence, CIL is requested for the reference used for justification of spare part prices during the contract period, should be suppliers priced part list from 2nd year onwards as RC, as depot agreement may happen during the period of contract/CIL subsidiaries which may contain the common part numbers.	<b>No change</b>
46	<b>Clause no.C.6.2.1(iv) of Technical Specifications</b>	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 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 respective year		As submitted above, we will submit the revised price list as and when applicable as suggested in the NIT. However, since the Cost Cap value remains firm, the provision for approval of price list should be removed from the NIT for operational ease.	We would like to confirm that during the period of 8 years, there will be modification/upgrade which would lead to the change in the part numbers, additionally practically there could be instances that certain part may not have been used anywhere and may come for a replacement at this site which may call for amending/adding a new part. Hence, THCM request CIL this provision our of the purview of this NIT.	<b>Further if for the compliance of any statutory, regulatory or environmental regulation or guidelines from DGMS or other institutions/GOI, the new parts for compliance of such regulations may be included in the price list with documentary evidence related to implementation of such guidelines. Otherwise, no new item will be included.</b>
47	<b>Clause no.C.6.2.1(v) of Technical Specifications</b>	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.		To be supplied with OEM Price certificate	Supply of FOC is not possible. Please place order on these items on quotation basis	It is nearly impossible to include all the items in the price list. We request the ordering authority to consider the high value items on case to case basis.		<b>No change</b>
48	<b>Clause no.C.6.2.1(ix) of Technical Specifications</b>	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).					THCM request CIL to amend the delivery from 15 days to 45 days. As there would be parts which needs special provision for mobilizing and handling. Also, THCM request CIL to clarify how the movement of emergency spares will be considered under this clause. We would request CIL for considering deleting this clause as this would severely impact the availability of spares which may result in reducing the availability of the machine.	<b>No change. Emergency spare parts has been defined under clause no. C.6.3.2 of Technical Specifications and the procedure for delivery for such parts is also prescribed in clause no. C.6.3.3 of Technical Specifications.</b>
49	<b>Clause no.C.6.2.1(x) of Technical Specifications</b>	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.					THCM request CIL to provision the option of brought back of CAP under spares cost CAP .	<b>No change</b>
50	<b>Clause no.C.6.2.1(xi) of Technical Specifications</b>	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.			Please modify as: In case of total value of spares and consumables for a particular year exceeding the spares cost cap of a particular year, the cost cap value of additional spares and consumables can be drawn from subsequent year. But the total cost cap value should not exceed after completion of contract period.	1. Since, the proposed contract is for very long duration, the estimated requirement of spares in any year may exceed the envisaged spares at the time of quoting. While, we confirm that the cumulative cost over the contract period will remain firm and not exceed the quoted amount. There should also be provision of advancing the cost cap value from the succeeding year, should the cost in any year exceeds the quoted amount. In such case CIL subsidiary may have option to pay for this excess consumption cost in the next year to manage the cashflow. This will enable bidder to maintain the machine to provide optimum availability. 2. In case the equipment works more than estimated working hours of 5000 ± 500 hours in a particular year, the cost cap value from the next year should be brought forward.	THCM request CIL to provision the option of brought back of CAP under spares cost CAP .	<b>No change</b>

51	<b>Clause no.C.6.2.1(xiv) of Technical Specifications</b>	Statement of consumption of spares and consumables with quantity and value for each month of the respective year of the Spares Cost Cap, shall be signed by the Mine/Project Excavation Engineer-In-Charge and the concerned representative of the Supplier. It shall be maintained by the Mine/Project and a copy of the same shall be sent to Excavation Engineer-In-Charge of the Area and Subsidiary HQ. The annual report of the consumption shall be maintained by the Excavation Engineer-In-charge of the Subsidiary HQ.					THCM request CIL to delete this clause as the consumption is responsibility of the site were the equipment is deployed and the supplier is no where certifying the fitment of the particular issued spares. Hence Supplier has no information and control over consumption hence supplier cannot sign the monthly statement.	<b>No change</b>
52	<b>Clause no.C.6.2.2 of Technical Specifications</b>	In the event that the spare parts and consumables, as recommended by the Supplier, in any way fall short of actual requirements during the period for which they are said to be adequate, the supplier shall provide such additional spare parts and consumables as are necessary at the final destination. Such additional spare parts and consumables shall be provided by the Supplier to the Purchaser beyond the Spares Cost Cap value free of all cost and shall be transported to Site by air freight internationally and by air, rail or fast road transport within India.				This clause is redundant with the modified clause C.6.2.1	THCM request CIL to provision the option of brought back of CAP under spares cost CAP. As this will ensure uptime / availability of the machine. Additionally there will be cost implication as supply of these additional parts as expected to be air freighted which will be adding to the cost and it would lead to a differential pricing.	<b>No change</b>
53	<b>Clause no.C.6.2.3 of Technical Specifications</b>	In the event that the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements, the Purchaser will require the Supplier to repossess or repatriate or otherwise dispose of such excess spare parts and consumables in exchange for payment to the Purchaser of the Contract landed Price (with taxes and duties) of the spare parts and Consumables concerned. The Purchaser shall notify the Supplier, in writing of its requirements under this Clause within thirty (30) days of completion of the contract period referred to in Clause C.6.2.1 hereof.				This clause is redundant with the modified clause C.6.2.1	THCM requests CIL to clarify the process of transaction on how the transaction to happen as taxes has to be refunded back against which CIL would have taken a credit.	<b>No change</b>

**CIL clarification for Pre-Bid Meeting of 20 CuM HYD. Face Shovel on 21.05.2021(Tender Reference No: CIL/C2D/20cu.m Elec. Hyd. Shovel/R-139/21-22/372 dated 03.05.2021)**

Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications					Clarifications/ Response
			Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5	
54	<b>Section II - Instructions To Bidders (ITB)</b>  <b>5.1.v) Eligible Bidders</b>	<b>Indian Manufacturing entity of foreign manufacturer:</b> Indian manufacturing entity of the foreign manufacturer is eligible to bid as Indigenous Manufacturer if the Foreign Manufacturer manufactures equipment of the same or similar capacity as the tendered equipment ..... Such bidders shall be required to submit tender specific declaration by the Principal Manufacturer as per Annexure-4a, Sample Forms, Sec-VII, signed and stamped by the principal manufacturer to quote against the CIL Tender, indicating the Tender Reference No. and date. Both the Indian manufacturing entity and its principal manufacturer should confirm to ensure supply of spares, consumables and service support for smooth running of the equipment during its life time.		Pl. clarify - in case Indian agent of such Indigenous Manufacturer offers to bid whether annexure 4 & 4a both are required.				<b>Clause - 5 : Eligible Bidders</b> Annexure - 4 is required for sub- clause 5.1 (iii) & (iv)  Annexure - 4 (a) is required for sub- clause 5.1 (v)
55	<b>SECTION II: Instruction to Bidders (ITB), Clause: 7. Provenness Criteria</b>	Procurement against this tender shall be made only for proven equipment on complying with the provenness of any of the clauses below or on complying with Clause 7.7.2, ITB of the NIT. Equipment offered by a bidder shall be considered proven as detailed herein below. The bidders should clearly indicate in their offer the sub-clause against which they claim to have quoted for proven equipment and evaluation shall be done only as per the sub-clause indicated.					THCM request CIL to clarify in case PO used for claiming provenness is for a higher quantity but the customer purchased only partial quantity of the as against what mentioned in the PO, which is more than 05 units as desired in 7.1 & 7.2. Will CIL consider the same PO as part of provenness requirement.	<b>The quoted model or similar equipment, must have been supplied by the bidder / Principal Manufacturer for the requisit number (as per respective clause) and performed satisfactorily for a minimum period of 3 (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 but not prior to 10 years from the date of opening of tender.</b>  <b>In case bidder claimed provenness for partial quantity of a PO, then the following informations may be provided for technical evaluation purpose.</b> <b>(1) Whether the remaining qty. supplied or not.</b> <b>(2) If supplied and commissioned, date of commissioning to be provided.</b> <b>(3) Performance report for the period of operation from DOC which has completed one year of operation. .</b>
56	<b>Provenness Criteria, ITB, Section - II, Clause: 7.1</b>	The equipment offered by the bidder 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.....	In continuation to our comments made against the Pre NIT meeting in December 2020, we request Coal India to amend the provenness terms for this specific procurement. CIL purchase manual accepts 1 no of quoted model or similar model to be considered proven if working in India. Since this class of excavator is not present in India, we request Coal India to extend the 01 No of					It will remain same as per NIT.

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Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications					Clarifications/ Response
			Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5	
57	<b>Provenness Criteria,ITB,Section - II,Clause:7.2</b>	In case the quoted model or similar equipment, as defined below, has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of 05 nos. of offered or similar equipment or combination thereof which have been commissioned 3 years prior to the date of opening of tender but not prior to 10 years from the date of opening of tender 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.	Quoted Model with 3 years satisfactory performance supplied globally to be also considered proven in this tender.		If the number of population is quillified with similar equipment and Combination thereof, then whether 100% bank guarantee to be submitted or Not.			<b>If the number of population is quillified with similar equipment, but the quoted model has not worked for a mininum 1 (one) year from DOC then 100% bank guarantee to be submitted.</b>  <b>However, if any bidder claimed provenness against combination of quoted and similar, then it is expected that the quoted model has already completed the minimum requisit performance period.</b>
58	<b>Provenness Criteria,ITB,Section - II,Clause-7.7.2</b>	The quoted model is an upgraded version of the existing model with improved and the latest drive line / system etc. and has not been manufactured and/or supplied earlier. In such case, the basic model should remain the same. Documentary evidence of past supply of the existing model whose upgraded version has been offered, is to be provided along with the offer. However, any mandatory changes related to safety items, operator's cabin design, inclusion of PMS & HMS systems, minor changes may be considered same as quoted model. In such case, the name of the quoted model mentioned in the offer including TPS must be the same as the model mentioned in the copy of the Supply / Purchase Order, commissioning certificate(s) and performance certificate(s) submitted with the offer and the firm may quote under relevant clause of provenness.		In our case basic model is independent of suffix & prefix. Eg: 777 C / 777D/ 777E etc are the dumper models for 100T Dumper. 777 is the basic model for 100T Trucks. However with the improvement and latest drive line / sysem the suffix changes from C....E . accordingly pl. confirm that equipment model having only 777 will be considered under clause 7.7.1 or 7.7.2				<b>No, any equipment with suffix and prefix can not be considered as quoted model.</b>
59	<b>Section-II,Clause-26. Shortfall/ Confirmatory Documents</b>	So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its linkage order(s) /completion / performance certificate, the linkage order(s) / certificate related to that supply order can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.	We do not agree to this. Coal India is requested to amend this clause.					<b>It will remain same as per NIT.</b>
60	<b>Incidental Services,Clause- 4,SCC,Section -IV</b>	The supplier shall be responsible for the erection and commissioning within <b>30</b> days from the receipt of equipment at site.			Please modify as" The supplier shall be responsible for the erection and commissioning within 30 days from the receipt of last consignment of items against the equipment at site".	Kindly provide 45 days time considering the size of the equipment.		<b>It will remain same as per NIT.</b>

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Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications					Clarifications/ Response
			Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5	
		The purchaser will provide necessary cranes, electricity and fuel required for <b>testing only</b> . All other erection tools & tackles including manpower will be arranged by the supplier. Any substantial delay in providing cranes from purchaser side will be recorded jointly for calculation purpose of erection & commissioning time. If the supplier fails to commission the equipment within the specified period as mentioned above, Liquidated damages will be recovered @ 0.5% of the landed price of the equipment along with accessories per week or part thereof for the delayed periods subject to a maximum of 5% of the landed price of equipment along with accessories		To be changed as Erection , commissioning and testing purpose only			THCM request CIL include High Voltage electric source and power supply which will be required for commissioning.	<b>As it is a Electric Hydraulic Face shovel, so high voltage supply line will be provided.</b>
61	<b>SECTION V: Schedule of requirements, part I, point no.3. Provision of spares parts</b>	Operational, Maintenance and Standby/Contingency spare parts, consumable items, wear materials, maintenance tools, special tools in accordance with Part C.6 of the Technical Specification, Section-VI .					THCM request CIL to amend that first lot of consumable items to be supplied long with the machine. The supply can happen 2 lots which should start since commissioning itself.	<b>It will remain same as per NIT.</b>  <b>Consumable spares and consumables required for first 12 months of warranty period to be supplied in two lots within six months from the date of commissioning of the first equipment.</b>
62	<b>Section VI – Technical Specifications Part A Scope of Supply, Clause A.1</b>	The Supplier is required to provide a complete package of equipment for the supply of 20 CuM Electric Hydraulic Face Shovel [Bucket Capacity Range: 20 CuM – 23 CuM] to opencast (surface) coal mining-----					THCM request CIL to include of spare bucket along with each equipment which becomes CIL asset after the contract. We also request CIL to to exclude field switch, trailing cable & isolation switch from the contract	<b>Field switch &amp; trailing cable are to be supplied along with the equipment as commissioning item.</b>
	<b>Section-VI, Clause-A.1, Equipment Package</b>	For Electrical Rope Shovel and Electrical Hydraulic Shovel, 300 mtr. trailing cable and suitable Field Switch as per Technical Specification mentioned in Clause D.5.3 & D.5.5 of Part D, shall be supplied initially along with the equipment as commissioning item.				Kindly confirm that repair & maintenance of the Trailing Cable & Field Switch will be out of the scope of the Supplier/Bidder during the Contract Period.		<b>Repair and maintenance is not within the scope of this NIT.</b>
63	<b>Section-VI, Clause-A.5.1, Training</b>	Training: e) Training on maintenance of OEM's bought out systems, e.g., transmission, hydraulic aggregates / system, electrical drives system etc., by the manufacturer of the system.	CIL is requested to amend this to training by supplier for all the system including OEM boughout system.					<b>It will remain same as per NIT.</b>
	<b>Section-VI, Clause-A.5.2, Training</b>	Additional training within the contract period after completion of warranty period (c) The training will be on chargeable basis and additional payment to the supplier will be made at same rate what individual supplier will be charged for compulsory training.	The Contract duration will be for 8 years it will be difficult to provide the additional training at the same quoted cost during the tender . Additional training to be provided at mutually discussed rates or at 10 % escalation to quoted rate for every year of operation of the first equipment after which additional training is required.					<b>It will remain same as per NIT.</b>

**CIL clarification for Pre-Bid Meeting of 20 CuM HYD. Face Shovel on 21.05.2021(Tender Reference No: CIL/C2D/20cu.m Elec. Hyd. Shovel/R-139/21-22/372 dated 03.05.2021)**

Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications					Clarifications/ Response
			Firm - 1	Firm - 2	Firm - 3	Firm - 4	Firm - 5	
64	<b>Section VI – Technical Specifications C.6.2.1, Spare Parts Provisions</b>	<p>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 08 years for 20 CuM Electric Hydraulic Face Shovel from the date of issue of the Commissioning Certificate. Similarly, within the Contract Price, the Purchaser shall also agree to purchase consumable items (hereinafter referred to as “Consumables”) in accordance with the Supplier's recommendations for 08 years for 20 CuM Electric Hydraulic Face Shovel 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. In addition, the Supplier shall provide Spare Parts and Consumables for Commissioning.</p> <p>Consumables shall include items such as oils, lubricants and fluids also. Trailing cable is not included in consumables.</p>				Kindly delete the clause "Trailing cable is not included in consumables." as Trailing Cable & Field Switch are not in the scope of Provision Of Spare Parts	THCM request CIL to kindly exclude Field switch, trailing cable and isolation device out of the scope of the contract as well as downtime should be excluded from the calculations of the availability.	<b>Field switch &amp; trailing cable are to be supplied along with the equipment only for commissioning of the equipment.</b> <b>Trailing cable is not inclusive in the scope of supplier of spares &amp; consumables for the contract period.</b>
		<p>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 equipment-wise for each equipment. The modalities of operation of Spares Cost cap model shall be as follows:</p>				All the tendered quantity of the shovels (3 Nos) shall be deployed in Rajmahal OCP, ECL. For ease of operation and flexibility, we request you to modify the provision of 2nd to 8th years spare parts on Project wise (i.e. cumulative value for the fleet of equipment in a particular project) in line with the practice for GPCC contract.		

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	<b>Section VI – Technical Specifications C.6.2.1 (i), Spare Parts Provisions(Spare Cost cap model)</b>	(i)Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.				Considering, the long period of contract, there will be requirement of repair of component / assemblies / sub-assemblies during the contract period. The repair work can be carried out by using new spares and the component needs to be taken to the nearest service station for this job. i) Please confirm such repairs are allowed. ii) These repair job takes time causing the machine to remain under breakdown. Use of reconditioned components / assemblies / subassemblies, whenever available will reduce the breakdown hours of the equipment thus will benefit CIL and also reduce the total spare parts cost. Please clarify this point in light of the above	THCM request CIL to allow repair of Travel/Swing and PTO and also to allow REMAN items for Hydraulic Aggregates/Electric Motor etc.There are certain assemblies which are mandatorily being repaired like swing device, travel device, pump transmission,electrical motors hydraulic cylinder etc.should not be treated as Reconditioned/ Repaired/Refurbishedspares/assemblies/sub-assemblies	<b>The cost cap scope is for spares and consumables required for maintenance and repair of the components / system of the requirement.</b>  <b>Bidder shall not offer / charge any cost towards labour/ supervision etc.</b>
65	<b>Section VI – Technical Specifications C.6.2.1 (v), Spare Parts Provisions(Spare Cost cap model)</b>	v) Placement of Order			If any emergency parts is required to attend the breakdown, what will be the procedure? What will be the time frame to get the material in hand to fit on the machine? If any operational delay happened from ECL side, that delay will not be considered as breakdown time during calculaation of availability			<b>Emergency spare parts required on purchaser / user's account to be supplied at the minimum possible time.</b>  <b>However, downtime in such cases will be on account of user / supplier as per the reason of breakdown.</b>
66	<b>Section VI – Technical Specifications C.6 Spare Parts Provisions, ClauseC.6.2.6</b>	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 TechnicalSpecifications. In accordance with the provisions of clause D.8, Part-D of the technical specifications the expected working hours per annum is 5,000 (Five Thousand) hours. The expected working hours per annum as indicated are only approximate hours and may vary +500 hours. Total duration of contract willbe 8 years irrespective of working hours. In case, actual working hour exceeds the expected total working hours of the equipment during the tenure of contractperiod, 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 hour exceeds the expected total working hours i.e. 40,000 + 4,000 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.	THCM request CIL to amend "In case,actual working hour exceeds the expected total working hours of the equipment during the tenure of contract period, then spares and consumable items (as declared by the bidder in the offer/Spares Cost Cap) will be procured against a separate order by the purchaser from the Supplier".	<b>It will remain same as per NIT.</b>

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67	<b>Section VI – Technical Specifications C.7.2.2, Guarantee</b>	The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment specifications included in the Technical Specifications.					THCM requests CIL to exclude the downtime due to trailing cable, fields switch in the availability calculations.	<b>Noted</b>
68	<b>Section VI – Technical SpecificationsClause: D.2, References</b>	IS/ISO 8643 Earth-moving machinery - Hydraulic excavator and backhoe loader lowering control device - Requirements and tests.				Not applicable for Face Shovel		<b>It is applicable both for hydraulic excavators and backhoe loader.</b>
69	<b>Section VI – Technical Specifications Clause:D.4.1, Bucket</b>	The excavator shall be supplied with a hard faced, heavy-duty rock Face Shovel bucket capacity of range from 20CuM upto23CuM rated according to IS12206/ISO 7546. The calculated bucket heap capacity should not be less than 20 CuM in any circumstances. The specific weight of the steel used in construction of bucket shall be not less than 7800 kg/m3. The tooth points and shanks (tooth adapters, if applicable) supplied with the bucket shall also be hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the bucket.				The bucket shall be provided with suitable wear package. Hence, kindly remove the requirement for hard facing.		<b>Agreed, if it is as per standard specification of the manufacturer.</b>
70	<b>Section VI – Technical Specifications Clause:D.4.3, Hydraulic Drive System</b>	.. A transfer pump along with filtration unit as per design of the manufacturer shall be provided for filling of hydraulic oil in the tank....				Change interval of the hydraulic oil is 4000 hours. Hence, the transfer pump shall be used once in 4000 hours. Such long idle shall damage the pump. Hence, kindly remove this requirement.		<b>It will remain same as per NIT.</b>
		.Hydraulic cylinder movement limiting provision/stopper and a boom lowering control system which complies with IS/ISO 8643 shall be provided.				ISO 8643 is not applicable for Face Shovel		<b>It is applicable both for hydraulic excavators and backhoe loader.</b>
71	<b>Section VI – Technical Specifications Clause:D.4.4, Swing System</b>	Heavy duty Swing Circle with internal swing gear and pinion immersed in lubricant bath & dirt seals shall be provided. Swing Motor Brake should be provided.....				We request to modify as " <b>internal / external swing gear and pinion</b> "		<b>Agreed. External swing gear and pinion is acceptable provided suitable lubrication &amp; protection arrangement is there.</b>
72	<b>Section VI – Technical Specifications Clause:D.4.8, Lubrication System</b>	A centralized PLC based electrically operated, double / single line (as per manufacturer system design) automatic lubrication system shall be provided to service all lubrication points on the machine including high viscosity lubrication points.....				Kindly modify as "A centralized PLC based <b>electrically / hydraulically</b> operated, double / single line....."		<b>It will remain same as per NIT.</b>
73	<b>Section VI – Technical SpecificationsClause: D.4.9, Operator's Cab</b>	A cooling fan and a suitable operator's cab heater shall also be provided.				As the operator's cab shall be provided air conditioning system, kindly remove the requirement of heater. However, we shall provide a cooling fan.		<b>It will remain same as per NIT.</b>

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		There should be a two-way communication system (preferably a wired communication system) other than mobile between operator's cab and the machinery house					THCM request CIL to kindly confirm the same as per the current requirement of DGMS a provision can be provided.	<b>Noted</b>
74	<b>Section VI – Technical Specifications Clause:D.5.6, Transformer</b>	All transformers shall be of reputed manufacturer, suitably rated for the duty specified and the operating environment. The transformers shall be deltastar/star-star (subject to compliance of IE rule and DGMS safety norms) connected with star points earthed for earth fault protection.				Kindly provide the IE rule and DGMS safety norms applicable to transformers.		<b>Available online in the respective website.</b>
75	<b>Section VI – Technical Specifications Clause: D.7, Productivity &amp; Health Monitoring System</b>	The equipment shall be provided with suitable licensed, on-line, real time,monitoring interface facility,compatible for <b>GPS</b> -based transfer of equipment performance data (commonly known as PMS and HMS) to third party equipment management system.				Kindly modify as "GPRS - based transfer"		<b>Agreed. GPRS will be also acceptable.</b>
		The system shall have measuring points and self-data capturing facility for followings – a) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation. b) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets) c) Average cycle time for each day d) Average swing angle per day e) Incoming voltage, current, power consumption, frequency and power factor. f) Hydraulic oil pressure, temperature, viscosity and water content g) All drive motors / transformer vital parameters h) Preventive maintenance parameters i) Predictive health monitoring parameters. j) Additional parameters as per requirement of equipment manufacturer /user	Kindly Clarify			a) To be developed by the third party vendor, However, working hour shall be provided by OEM b) To be developed by the third party vendor c) To be developed by the third party vendor d) To be developed by the third party vendor e) Provided f) Provided g) Parameters related to prime mover shall be provided h) To be developed by the third party vendor based technical inputs from OEM i) To be developed by the third party vendor based technical inputs from OEM	THCM request to kindly considers the following : a) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation - <b>Available in VHMS.</b> b) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets)- <b>Cannot be provided</b> c) Average cycle time for each day – <b>Cannot be provided</b> d) Average swing angle per day - <b>Cannot be provided</b> e) Incoming voltage, current, power consumption, frequency and power factor. - <b>Voltage, current can be noted from field switch, power consumption can be measured</b>	<b>The shovel should have the provisions for capturing the basic data. The calculation of cumulative and average value will be done at our end after transferring the data to our system. However, (b) , ( c) and (d) may not be mandatory.</b>

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		This system shall have suitable memory capacity to store all captured vital parameter data in <b>6 hours</b> or less interval batch form and all real time exception / error data for at least 30 days period and shall have suitable port to download these data to a laptop / data storage system. The supplier shall provide the following: 1. There has to be one integrated single online port for capturing all the vital data. 2. The real time interface telemetry port will be provided in the equipment. 3. All the data shall be available in the individual form through single port and its communication protocol must be as per global standards. 4. There shall be no additional requirement of any data converter for data capturing like Analog to Digital and vice-versa etc. 5. There shall be integrated on board data management system as explained at point no.3 as above. 6. Permission to third party for interfacing, data collection through online port. 7. Signing of Non-disclosure agreement to protect intellectual property right on either side. 8. To provide full technical support to third party vendor for interpretation and defining parameters for individual alarm to monitor equipment vital data. 9. The HEMM equipment supplier should provide access to data as required				Kindly modify as " <b>24 hours</b> or less interval batch", as reasonable working hours are required for any identification of exception / error data.	<b>from VHMS, however frequency &amp; power factor not possible.</b> f) Hydraulic oil pressure, temperature, viscosity and water content - <b>Viscosity and water content not possible</b> g) All drive motors / transformer vital parameters - <b>ok</b> h) Preventive maintenance parameters - <b>Ok</b> i) Predictive health monitoring parameters. - <b>ok</b> j) Additional parameters as per requirement of equipment manufacturer / user. - ok	<b>No change in batch data interval.</b>
76	<b>Section VI – Technical Specifications Clause:D.8, Performance Guarantee</b>	During contract period of 8 Years (96 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 8th 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	Coal India is requested amend this to 15 days per year from 5th to 8th year applicable each year.				THCM request CIL to confirm that the period of 7 days each year will be provided from Y5 to Y8 and the availability would be calculated excluding these 7 days each year.	<b>It will remain same as per NIT.</b>
77	<b>TPS</b>	TPS-BoQ1 Row No 85, 86, 87, 88 Row 85 : Section - II (ITB) / Clause No – 7 Provenness Criteria Row 86 : Type of Model /Equipment against which provenness is being claimed as per clause no. 7.1 or 7.2 or 7.3 or 7.4 or 7.5					In TPS_211453 sheet (TPS-BoQ1), the Row Nos 85, 86, 87, 88 - we are unable to select the options from drop down box. Without selection of these points, TPS will not show as "complied" THCM request CIL to check for TPS sheet.	<b>Bidder should follow the instructions given in 'Dialogue Box' of cellL18. Bidder require to select the option of cell L18 first from the dropdown then only default optiond will be available in cell L87 to 89 of TPS.</b>

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78	Technical	Annexure-5			Is there any format for 2nd year to 8th year cost cap which will be submitted in Un-Price bids.			For cost cap it is not required.

## **“DOs and DON'Ts”**

### **“DOs”**

- 1) Please go through each clause of the tender document carefully and submit your offer as per the provisions contained therein.
- 2) The offers have to be submitted online in the CIL's e-procurement portal <https://coalindiatenders.nic.in>.
- 3) Please get registered with the portal well in advance, if not, already registered.
- 4) The registration should be in the name of bidder whereas DSC holder may be either bidder himself or his duly authorised person.
- 5) **The DSC of the person bidding online on behalf of bidder (the bidding firm) should be mapped / registered with the name of the bidding firm.**
- 6) **Bidder's claiming purchase preference under Make in India Policy or under any policy of Government of India specifically mentioned in the NIT shall register in the e- procurement portal as privileged /preferential category bidder before submitting their bid.**
- 7) Bids must be submitted online before or upto last date and time of online submission of offers.
- 8) The bidder has to quote for at least 50% of the total tendered quantity as given in Schedule of Requirement, Section-V (**Ref. Clause 22.1 b of Section II of ITB**).
- 9) **Financial Bid:**
  - i. **The default currency in the BoQ 1 is USD. If the bidder is quoting in any other currency, it must select the appropriate currency from the drop down menu.**
  - ii. If the bidder is quoting:
    - A. Bidders must initially select the appropriate currency in the currency cell of “L” column of this sheet (BoQ1). In case the bidder is not quoting even a single item in foreign currency, then they should select "INR" in Currency cell.
    - B. Bidders quoting for equipment and consumable spares and consumables for warranty period and spares cost cap value for 2nd to

8th year of operation in "INR" must quote in "INR" sheet.

C. Bidders quoting for equipment and consumable spares and consumables for warranty period only in foreign currency must quote in "OTHER\_CURRENCY" sheet. Further, spares cost cap value for 2nd to 8th year of operation must be quoted in "INR" sheet only

D. Bidders quoting for equipment in foreign currency and consumable spares and consumables in combination of "Foreign Currency" and "INR" must quote for equipment and items to be procured in foreign currency in "OTHER\_CURRENCY" sheet and for consumable spares and consumables quoted in INR in "INR" sheet. Further, spares cost cap value for 2nd to 8th year of operation must be quoted in "INR" sheet only

Or,

Bidders quoting for equipment in "Foreign Currency" and consumable spares and consumables only in "INR" must quote for equipment in "OTHER\_CURRENCY" sheet and for consumable spares and consumables in "INR" sheet. Further, spares cost cap value for 2nd to 8th year of operation must be quoted in "INR" sheet only

E. Bidders quoting for equipment in "Foreign Currency" and items sourced in INR required for fitting in the equipment during commissioning of the equipment must quote for such group of items in INR in the "OTHER\_CURRENCY" sheet as provided therein.

F. Bidders quoting as "Non Local Supplier" should quote for the equipment in "OTHER\_CURRENCY" sheet. The local content (less than 20%) shall also be quoted in the cell of the "OTHER\_CURRENCY" sheet meant for items sourced in INR required for fitting in the equipment during commissioning of the equipment. Further, the consumable spares and consumables in combination of "Foreign Currency" and "INR" must be quote for equipment and items to be procured in foreign currency in "OTHER\_CURRENCY" sheet and for consumable spares and consumables quoted in INR in "INR" sheet. Further, Spares cost cap value for 2nd to 8th year of operation must be quoted in "INR" sheet only.

### **G. BOQ 2 folder**

The details of prices of individual items of all consumable spares and consumables as per format given in [Annexure-5 or 7 as applicable, Annexure-6 for indigenously sourced items required for fitment in the

equipment during commissioning, if applicable and Training Charges as per Annexure-8] shall be quoted in Excel sheet and the same shall be uploaded in this folder. It would be the responsibility of the bidder to ensure that the total price for all the consumable spares & consumables for warranty period (1st year of operation) shall tally with the total price of such items quoted in respective sheets (INR sheet/ Other Currency sheet) of BOQ template & BOQ 2 folder.

- 10) Incomplete template or templates not submitted as per the instruction given will be rejected.
- 11) **Please Note that bidder's claiming preference under 'Make in India' policy must quote only in INR.** Such bidders shall also specify the location where the value addition is being done.
- 12) **The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.**
- 13) All Indian entities should have GST Registration No.
- 14) **During evaluation and comparison of bids, Shortfall/ Confirmatory Documents if required, may be asked from bidder as per Clause 26, "Shortfall/ Confirmatory Documents", ITB of the NIT**
- 15) **Power of Attorney should be on non-judicial stamp paper and sufficiently stamped as per the laws of India, if executed in India or if the authorisation is executed abroad, the same has to be got adjudicated under the Stamp Act at Kolkata.**
- 16) Bidders submitting EMD in foreign currency may ensure that tender number is mentioned in the SWIFT/ remittance message for reconciliation of EMD amount.

## **DON'Ts”**

- 1) Do not give any price information in the Techno-Commercial Bid, Cover-I. In such case the offer is liable to be rejected.**
- 2) Bidders may withdraw their bids online within the last time and date of bid submission. However, the bids once withdrawn cannot be re- submitted again and bidder will not be able to participate in the tender. In case bidders wish to modify their bids, they should not opt for “Withdraw” option. Instead, they should opt for “Re-submit” option.**
- 3) Do not use Cut and Copy paste commands in the excel sheets provided in TPS and BOQ template
- 4) Do not submit conditional price quotation. In such case, bid will be rejected.
- 5) Do not submit any unauthenticated/unverifiable documents in the bid.
- 6) Do not submit superfluous / redundant information not required for evaluation purpose.