

CIL clarification for Pre-Bid Meeting of 10-12 cum CuM HYD. Shovel held on 08.12.2022(CIL/C2D/10-12cum Hyd. Shovel/R-148/22-23/388 dated 24.11.2022)							
Sl. no.	NIT clause no.	Clause Description as per NIT	Suggestion/Request/ Clarifications			CIL Clarifications/ Response	
			Firm - 1	Firm - 2	Firm - 3		
1	Clause no.17(a)ix of ITB(Security Deposits)	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) and commissioning certificate(s) 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.				THCM request CIL to delete the proof of payment mentioned under (ix) which is to be submitted as per clause (xii)	No Change
2	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.	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 NIT, like invocation of Bid Security Declaration.				No Change
3	Clause no.13.2 of GCC	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 6. Also, we request CIL to clarify the definition of "other goods". As consumables likes filters are non-warrantable	Other goods refers to spares and consumables supplied against the contract. Standard warranty will be applicable
4	1.4 of SCC of NIT	1.4 The Security Deposit is to be submitted in the form of a Bank Demand Draft or in the form of a Bank Guarantee as per format enclosed as [Annexure-10], Sample Forms, Section-VII, from a RBI Scheduled Bank in purchaser's country (on a non-judicial stamp paper) within 30 days from date of Notification of Award. 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 tenderer along with the SDBG.				THCM requests CIL to delete the penalty for delay in submission of SDBG as International banks take time to confirm the acceptance of the format provided	No Change
5	clause no.2.5 of SCC of NIT	The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract.	Kindly amend the NIT clause as " The PBG (s) shall remain valid till 3 months after the completion of the contractual period of individual equipment covered in the contract, incase equipment wise PBGs have been submitted."				No Change

6	clause 4a of SCC of NIT for item no.1 and 3	Erection, Testing & Commissioning: - The purchaser will provide necessary cranes, electricity and fuel required for testing only. All other erection tools & tackles including manpower will be arranged by the supplier.		The purchaser will provide necessary cranes, electricity and fuel including manpower (skilled/semi-skilled/unskilled) required for erection, testing & commissioning. All other erection tools & tackles will be arranged by the supplier.		No Change
7	8.2.5 of SCC of NIT	Submission of Documents for Payment in Indian Rupees for consumable spares and consumables during warranty period. For payment for consumable spares and consumables in Indian Rupees, the supplier will submit the following documents along with bills to the paying authority:  d. The following Lowest Price Certificate as per SCC clause - 9.3 : e. The following Price Fall Certificate as per SCC Clause- 9.3			THCM request CIL to clarify that Lowest Price Certificate and Price Fall Certificate is it to be submitted for each spare billing or one time at the starting of the year?  We would request CIL to kindly amend the requirement of Lowest Price Certificate and Price Fall Certificate to be on a yearly basis.	The firm is required to submit the required certificates along with each bill.
8	clause no.8.3.1(ii)c of SCC of NIT	C. Copy of Receipted Challan/ Consignment Note of all the consignments.	Kindly remove this requirement so that 80% payment is made at sight of shipping documents.			No change
9	clause no.8.3.3b of SCC of NIT	Two (2) copies of the clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. Importer Exporter Code (IEC) of concerned subsidiary Co. should be mentioned in Bill of Lading.			Two (2) copies of the Three original (3) clean on-board bill of lading and four (4) copies of non-negotiable bill of lading. Importer Exporter Code (IEC) of concerned subsidiary Co. should be mentioned in Bill of Lading.	No change
10	clause no.11 of SCC of NIT	There will be distribution of order in the following circumstances: a) When the L-1 bidder has not offered the full quantity: In such cases, after coverage of quantity on L-1 bidder as per its offer, the remaining quantity will be ordered on the L-2 bidder at the rate offered by the L-1 bidder and for this purpose, L-1 rate will be counter offered to L-2 bidder. If L-2 bidder does not accept the L-1 rate or is also not able to meet the remaining requirement, then the balance quantity may be covered on L-3 bidder and this process will be followed till the entire tender quantity is covered. All such orders will be placed at the rate offered by the lowest responsive tenderer (L-1). b) As per provisions of the Clauses -37 (Make in India) and 38 (MSEs) of ITB.			THCM request CIL to give more clarity.  If quantity is distributed between L1 & L2 bidder, how consignee is decided to bidder if there are more than 2 consignees in different subsidiaries are there as per the requirement.	It will be decided as per the priority allocation by the user dept. at the time of finalization of tender.
11	clause no.14 of SCC of NIT	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 and freight charges. Kindly remove this clause or incorporate provisions to reimburse the additional expenses at pro-rata basis.			No Change
12	clause no.C.6.2.1 ix)e of Section VI of NIT (Item no.1.2, & 3)	The Regional/Area Stores after issuance of SRV, shall send a copy of the SRV and other related documents like invoices, guarantee/warranty certificate etc. to the Area Finance dept. for payment purposes. A copy of the same will also be sent to the concerned Area Excavation Dept. for maintaining the records in respect of Spares Cost Cap value.			THCM request CIL to delete the document of guarantee/warranty certificate for spares as it is submitted for equipment.	No Change

13	c.6.2.1. xi OF Section VI of NIT for both item 1 & 3	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.		In case of total value of spares and consumables for a particular year exceeding the spares cost cap value of a particular year than payment for spares will be limited to the actual consumption of spares of the contract cap value for the specific year. Any excess billing will be carried forward for payment during subsequent years.  However, the cumulative value of spares will be limited to the total value of the contract period		No Change
14	For Item-1 & 3, Clause No. C.6.2.1.i of Section VI of NIT	Reconditioned/Repaired /Refurbished spares /assemblies/sub-assemblies will not be supplied under Spares Cost Cap.		Reconditioned / Repaired / Refurbished major assemblies / sub-assemblies to be accepted against exchange of old/failed assembly.  Re-conditioned bucket to be allowed for billing during the cap period.		No Change
15	For Item 1 & 3 Clause No. C.6.2.1. v of Section VI of NIT	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.		Since it is a cost cap contract as per para no C.6.2.1.xi, i.e., In case total value of spares and consumables for a particular year exceeding the Spares Cost Cap of particular year, the additional spares and consumables shall have to be supplied on FOC basis.  If any additional items required other than comprehensive price list, provision to be made such a way that additional items also can be added in the comprehensive price list during the contract period and can be billed within the cap value for a particular period. Once the Cap Value exhausted for a particular year then if required any other spares & consumables required to be supplied on FOC Basis for the particular year.		No Change
16	C.6.2.1(xiv) of Section VI of NIT (item no.1,2 & 3)	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.	No Change
17	For Item 1 & 3 Clause No. C.6.2.1 of Section VI of NIT	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		Request to provide suitable office setup at site to supplier for management and storage of spares and consumables during cost cap contract.		No Change
18	C.6.2.6 of Section VI of NIT	In case, actual working hours of the equipment exceeds total 33,000((5500 x 6) = 33,000) hours during the tenure of 6 years (72 months) of contract period, then consumables items(as declared by the bidder in the offer/Spares Cost Cap)will be procured by the Purchaser from the Supplier.	Kindly clarify whether 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.			Only consumable will be procured by the purchaser from the Supplier for excess working hours.

19	For Item 1 & 3 Clause No. C.7 of Section VI of NIT	Guaranteed availability provisions  1~4 years - 85% 5-6 years - 84%		To be modified as  1~4 years - 85% 5-6 years - 80%  Considering the ageing of the equipment.		No Change
20	For Item 1 & 3 Clause C.7.2 of Section VI of NIT	Guarantee		The time taken for repair/ replacement of Bucket Assy, not to be considered as breakdown period for calculation of Guaranteed availability since Bucket is classified under wearable items.		Routine servicing and maintenance including: changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts. and planned preventative maintenance programmes shall be considered as DOWNTIME.
21	D.4.3 of Section VI of NIT (item 1 & 2)	The engine shall be environment friendly with minimum BS IV/ EPA Tire II or equivalent international standard certified. <b>However, higher environmental standard, if any, shall be applicable as per notification of Govt. of India at the time of supply.</b> Certificate for BS IV/ EPA Tire II or equivalent from engine manufacturer is to be enclosed.	Engines shall be offered with environmental standards applicable at the time of submission of bids. Kindly clarify.			No Change
22	D.4.3 of Section VI of NIT(item no.1)	Compatible Software loaded in electronic tool (Laptop) should be warranted for entire contract period or more. Note: 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.		Compatible Software loaded in electronic tool (Laptop) should be warranted for entire contract period or more. Note: 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. Note: Hardware problem due to if any physical damage or content of water will not be considered under warranty during entire contract period.		No Change
23	D.4.4 of Section VI of NIT(item no.1 & 2) and D.4.3 of Section VI of item no.3	The excavator hydraulic system should be of proven design for efficient operations. The main hydraulic pumps shall be variable displacement type, motors, and cylinders should be field proven large heavy duty type and have suitable in-built protection from surge, cavitation, loss of oil due to hose leakage or burst, etc. As far as practicable reputable single make pumps, motors, cylinders and valves, etc. shall be used in the machine.			Request CIL to delete highlighted clause.	No Change
24	D.4.5 of Section VI of NIT(item 1 & 2) & D.4.4 of Section VI of NIT (item 3)	An independent hydraulic system should be provided for the swing motion. <b>Heavy duty Swing Circle with internal swing gear and pinion</b> immersed in lubricant bath & dirt seals shall be provided. Swing Motor Brake should be provided.	Kindly elaborate the requirement of "Heavy duty Swing Circle with internal swing gear and pinion immersed in lubricant bath & dirt seals shall be provided". Does it mean enclosed swing circle? We request to modify as <b>"internal / external swing gear and pinion"</b>			Agreed. External swing gear and pinion is acceptable provided suitable lubrication and dust protection arrangement is there.

25	Clause D.7 (Item1) & D.8 (item3) of Section VI of NIT	During contract period of 6 Years (72 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 6th 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 spill over of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.		During contract period of 6 Years (72 Months), a period of 20 (Twenty) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 5th year to 6th year for each machine for planned maintenance of equipment. This down time [maximum period of 20 (twenty) 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 20 (twenty) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spill over of maintenance job(s) beyond such 20 (twenty) days period shall be treated as breakdown hours.		No Change
26	D.4.9 of Section VI of NIT(item 1 & 2) and D.4.8 of Section VI of NIT(item 3)	A centralized <b>PLC based electrically operated</b> , 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 <b>PLC/micro processor/micro controller based hydraulic/Air/Electric operated</b> , automatic lubrication system shall be provided to service all lubrication points on the machine, including those points where use of high viscosity lubricants is required.."			No Change
27	D.4.10 (Item 1) & D.4.9 (Item3) of Section VI of NIT	..... A cooling fan and a suitable operator's cab <b>heater</b> 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.			No Change
28	D.4.10 (Item 1) & D.4.9 (Item3) of Section VI of NIT	There should be a two-way communication system (preferably a wired communication system) other than mobile between operator's cab and the machinery house.	The size of the equipment is comparatively small to provide such communication system. Kindly remove this requirement.	Proposed shovel does not have machinery house as like in Electrical Shovel & Walking Dragline.  Hence, for two-way communication, 02 Nos. of Walkie Talkie will be supplied along with each equipment. Further, obtaining necessary approval for using radio frequency band from Ministry of Communication or any other agencies, will be in the scope of purchaser.		No Change
29	D.4.12 of Section VI of NIT (item - 1)	Warning Alarms: - Warning alarm shall be provided for the following: a. Engine oil level		Warning Alarms: - Warning alarm shall be provided for the following: a. Engine oil level (if applicable)  Note: Engine Oil Level warning shall be removed.  This point was removed in CIL uniform technical specification based on OEM's request.		No Change
30	D.4.14, (item1) & D.5.6 (item3), Lighting of Section VI of NIT	Adequate LED flood lighting and illumination at strategic points both outside and inside of the machine shall be provided for visual observation and night shift operation.		Adequate LED/HID flood lighting and illumination at strategic points both outside and inside of the machine shall be provided for visual observation and night shift operation.		No Change

31	D.6 of Section VI of NIT(item 1 & 2) of Section VI of NIT	<p>D.6. Productivity &amp; Health monitoring system:</p> <p>The system shall have measuring points and self-data capturing facility for followings -</p> <ul style="list-style-type: none"> <li>a. Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation.</li> <li>b. Cumulative qty. of material handled (both in terms of Cu. M. &amp; No. of buckets)</li> <li>c. Average cycle time for each day</li> <li>d. Average swing angle per day</li> <li>e. Engine oil pressure &amp; temperature</li> <li>f. Engine RPM</li> <li>g. Coolant level &amp; Coolant temperature</li> <li>h. Fuel level</li> <li>i. Hydraulic oil pressure, temperature, viscosity and water content</li> <li>j. Hydraulic oil level indication</li> <li>k. Battery Voltage</li> <li>l. Alternator output</li> <li>m. Fault codes along with details</li> <li>n. Preventive maintenance parameters</li> <li>o. Predictive health monitoring parameters.</li> <li>p. Additional parameters as per requirement of equipment manufacturer / user</li> </ul>			<p>THCM request to kindly considers the following :</p> <ul style="list-style-type: none"> <li>a. Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation. == Available in VHMS</li> <li>b. Cumulative qty. of material handled (both in terms of Cu. M. &amp; No. of buckets) == Cannot be provided</li> <li>c. Average cycle time for each day == Cannot be provided</li> <li>d. Average swing angle per day == Cannot be provided</li> <li>e. Engine oil pressure Or temperature = Ok</li> <li>f. Engine RPM = Ok</li> <li>g. Coolant level &amp; Coolant temperature = Ok</li> <li>h. Fuel level = Ok</li> <li>i. Hydraulic oil pressure, temperature, viscosity and water content = Viscosity and water content not possible</li> <li>j. Hydraulic oil level indication = Ok</li> <li>k. Battery Voltage = Ok</li> <li>l. Alternator output = Ok</li> <li>m. Fault codes along with details = Ok</li> <li>n. Preventive maintenance parameters = Ok</li> <li>o. Predictive health monitoring parameters. = Ok</li> <li>p. Additional parameters as per requirement of equipment manufacturer / user = Ok</li> </ul>	<p>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.</p> <p>GPS / GPRS both are acceptable as per manufacturer's design.</p>
32	D.6 of Section VI of NIT(item 1 & 2) of Section VI of NIT & D.7 of Section VI of NIT(item 3) of Section VI of NIT	<p>The supplier shall provide the following:</p> <ol style="list-style-type: none"> <li>1. There has to be one integrated single online port for capturing all the vital data.</li> <li>2. The real time interface telemetry port will be provided in the equipment</li> <li>3. All the data shall be available in the individual form through single port and its communication protocol must be as per global standards.</li> <li>4. There shall be no additional requirement of any data converter for data capturing like Analog to Digital and vice-versa etc.</li> <li>5. There shall be integrated on board data management system as explained at point no.3 as above.</li> <li>6. Permission to third party for interfacing, data collection through online port.</li> <li>7. Signing of Non-disclosure agreement to protect intellectual property right on either side.</li> <li>8. To provide full technical support to third party vendor for interpretation and defining parameters for individual alarm to monitor equipment vital data.</li> <li>9. The HEMM equipment supplier should provide access to data as required by end user without any financial implication to third party.</li> </ol>			<ol style="list-style-type: none"> <li>1. Suitable port for DATA download shall be provided</li> <li>2. Suitable port for DATA download shall be provided</li> <li>3. Protocols as per the global standards.</li> <li>4. The data download port provided, however the third party has to confirm the type of expected output from the controller</li> <li>5. Protocols as per the global standards.</li> <li>6. Non-disclosure agreement (NDA) to be signed with the expected scope.</li> <li>7. Agreed</li> <li>8. Technical support shall be provided, however the expected scope to be clarified</li> <li>9. Access to data shall be provided, however any hardware installations if required to be done has to be in the scope of third party. As an OEM we are not aware on those required hardwares</li> </ol>	No Change
33	D.6 of Section VI of NIT(item 1) and D.7(item 3) of Section VI of NIT	<p>D.6. Productivity &amp; Health monitoring system:</p> <p>The system shall have measuring points and self-data capturing facility for followings –</p> <ul style="list-style-type: none"> <li>b. Cumulative qty. of material handled (both in terms of Cu. M. &amp; No. of buckets)</li> <li>c. Average cycle time for each day</li> <li>d. Average swing angle per day</li> <li>i. Hydraulic oil pressure, temperature, viscosity, and water content</li> </ul>		<p>D.6. Productivity &amp; Health monitoring system:</p> <p>The system shall have measuring points and self-data capturing facility for followings –</p> <ul style="list-style-type: none"> <li>b. Cumulative qty. of material handled (both in terms of Cu. M. &amp; No. of buckets) – This clause may be deleted.</li> <li>c. Average cycle time for each day - This clause may be deleted.</li> <li>d. Average swing angle per day - This clause may be deleted.</li> <li>i. Hydraulic oil pressure, temperature, viscosity and water content. : This clause may be deleted</li> </ul> <p>Note: These points were removed in CIL uniform technical specification based on OEM's request.</p>		<p>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, point (b) may not be mandatory.</p>

34	D.7 of Section VI of NIT(item 1 & 2) and D.8(item 3) of Section VI of NIT	In case, actual working hours of the equipment exceeds 33,000 [(5500 x 6) = 33,000] hours during the tenure of 6 years (72 months) of contract period, then consumables items as per requirement shall be arranged by the Purchaser.	Kindly clarify whether 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.		Only consumable will be procured by the purchaser from the Supplier for excess working hours.
35	D.7 of Section VI of NIT(item 1 & 2) and D.8(item 3) of Section VI of NIT	During contract period of 6 Years (72 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 6th year for each machine for planned maintenance of equipment. This down time [maximum period of 07 (Seven) days] arising due to such maintenance of the equipment shall be treated as out of schedule for annual availability calculation in the relevant year. This period of 07 (Seven) days shall be provided once only in each applicable year and not in a staggered or partial manner. In case of any spillover of maintenance job(s) beyond such 07 (Seven) days period shall be treated as breakdown hours.	Kindly provide 15 (fifteen) days per year		No Change
36	D.7 of Section VI of NIT(item no.3)	D.7 Productivity & Health monitoring system: The system shall have measuring points and self data capturing facility for followings - i) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation. ii) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets) iii) Average cycle time for each day iv) Average swing angle per day v) Incoming voltage, current, power consumption, frequency and power factor. vi) Hydraulic oil pressure, temperature, viscosity and water content vii) All drive motors / transformer vital parameters viii) Preventive maintenance parameters ix) Predictive health monitoring parameters. x) Additional parameters as per requirement of equipment manufacturer / user		THCM request to kindly considers the following : I i) Working hour, idle hour, based on the duration of a shift for which the equipment is switched on for operation. - Available in VHMS. ii) Cumulative qty. of material handled (both in terms of Cu. M. & No. of buckets) - Cannot be provided iii) Average cycle time for each day - Cannot be provided iv) Average swing angle per day - Cannot be provided v) Incoming voltage, current, power consumption, frequency and power factor. - Voltage, current can be noted from field switch, power consumption can be measured from VHMS, however frequency & power factor not possible. vi) Hydraulic oil pressure, temperature, viscosity and water content - Viscosity and water content not possible vii) All drive motors / transformer vital parameters - ok viii) Preventive maintenance parameters - ok ix) Predictive health monitoring parameters. - ok x) Additional parameters as per requirement of equipment manufacturer / user - ok	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, (ii) , (iii) and (iv) may not be mandatory.
37	Part E of Section IV of NIT	Equipment wise list of the items to be supplied in INR(Part E)	Kindly include items like Bucket, LED lights, maintenance tools like oil transfer pump, Ancillary equipment and other requirements as per clause D.5, etc.		Item that can be supplied in INR has been mentioned in the NIT and the list includes Tools and Tackles. The list of items remains unchanged.
38				Kindly confirm these are the items to be supplied/quoted extra in addition to each equipment or unit price to be indicated for procurement purpose. Kindly give more clarity.	A bidder quoting for equipment in foreign currency, may supply items in INR provided within the list for the offered equipment for fitment in each equipment during Erection and Commissioning. A complete list of such items (without prices) is required to be uploaded as per [Annexure-6] of NIT.
39	Section V Part 1	Delivery schedule: - At least 01 (one) machine within 10 months from the date of signing of contract.  Thereafter at least 01 (one) machine in subsequent 45 days.		At least 01 (one) machine within 14 months from the date of signing of contract. Thereafter at least 01 (one) machine in subsequent 60 days	We request CIL to amend delivery as  "At least 01 (one) machine within 14 months from the date of signing of contract. Thereafter at least 01 (one) machine in subsequent 45 days"

40	TPS		<p>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. Otherwise, kindly mention the compatible version of Excel.</p>	<p>In TPS_272292.xls, After filling all bidders Value at sheet "TPS-Item3", the eligibility of the item result is "Complied" but in sheet name "TPS-BoQ1" the overall eligibility for item3 shown as "Not Complied".</p> <p>In this case, please confirm the acceptance of offer for item3 if we submit TPS at this condition.</p> <p>As we aware that in NIC portal may not show our bid value "YES" for item 3 if we upload the TPS at this condition.</p> <p>TPS to be corrected suitably so that complied status is to be updated in "TPS-BoQ1" for item3 and issue suitable amendment to avoid confusion on later stage.</p>		<p>TPS along with BOQ has been modified and uploaded</p> <p>As per existing NIC software, Non-compatible excel does not support.</p>
41	BOQ		<p>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.</p>			No Change
42	Section I - Invitation for Bids 4. Details of tender	<p>Online Submission of Offers: Last Date and Time 28.12.2022 At 16.00 hours (IST)</p>			<p>Request CIL to extend the last date of submission of offer by 15 days as our principal office (Japan) shall be closed for Christmas/New year occasion. Hence documents from principal shall be delayed.</p>	<p>It will be extended by 15 days from the date of reply of pre-bid queries on e-procurement portal, if 15 days time is not available from the date of uploading of Pre-Bid queries.</p>



## “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 6th 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 6th 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 6th 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 6th 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 6th 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) The Bidders should download the TPS and BOQ which uploaded by corrigendum on the portal.
- 11) Incomplete template or templates not submitted as per the instruction given will be rejected.
- 12) **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.
- 13) **The amount of agency commission payable to Indian Agent should not exceed 5% or what is specified in agency agreement, whichever is lower.**
- 14) All Indian entities should have GST Registration No.
- 15) **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**
- 16) **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.**
- 17) Bidders submitting EMD in foreign currency may ensure that tender number is mentioned in the SWIFT/ remittance message for reconciliation of EMD amount.
- 18) All the documents uploaded with Bid will be treated as Digitally signed documents.

## **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.