

**Clarifications by CIL vis-a- vis clarifications sought and queries/ suggestions received from Prospective bidders**

Sl no	NIT Clause and Description	Suggestion/Request/ Clarifications			CIL's Clarifications/ Response
		Firm 1	Firm 2	Firm 3	
1	Sec-II, ITB, Clause No.-17. A. iv).a)  A write up in respect of its organization as well as of its holding/parent company along with the documents like Certificate of Incorporation/ Registration etc.			Please rephrase this statement to include "... holding company / parent company / principal manufacturer .....	Agreed to include principal manufacturer as this clause is applicable under eligibility criteria Clause-5.1.v), ITB which states that in case Indian Manufacturing entity of a Foreign Manufacturer is quoting as indigenous manufacturer against the tender.  Accordingly, the same be rephrased to read as "A write up in respect of its organization as well as of its holding/parent company/ <b> principal manufacturer</b> along with the documents like Certificate of Incorporation/ Registration etc."
2	Sec-II, ITB, Clause No.-17. A. iv). d) The location and address of the			Dragline manufacturing is only undertaken in the event of an order. Request you to	Agreed as this is a trial tender for domestic manufacturers.

	factory where the equipment is being manufactured / local value addition is being made.			please rephrase this to read as “..... will be manufactured / local value addition will be made”.	May be rephrased to read as “The location and address of the factory where the equipment is being/ <b>will be</b> manufactured/ local value addition is being made/ <b>will be</b> made.
3	Sec-II, ITB, Clause No.-17.A.v to viii, Documents Establishing Bidder’s Eligibility and Qualifications			The documentation requirement for the supply order for bidder quoting under clause 5.1.v) has not been mentioned. We trust the documentary evidence to prove that the Principal Manufacturer is a Dragline manufacturer (as indicated in the 17.A.iv).g)) will be acceptable for qualification of the Indian Manufacturing entity.	As it is a domestic trial tender, so only the indigenous manufacturers can bid. The basic eligibility provision for indigenous manufacturers are clause 5.1. ii) a, b or c. The past supply order as per requirement mentioned against respective clause of 5.1.ii) is also applicable to other eligible bidder. The TPS is also in line with this.
5	Sec-II, ITB, Clause No.-17. A. iv). g), Documents Establishing Bidder’s Eligibility and Qualifications. Documentary evidence to establish that its holding/ parent company is the equipment manufacturer [as indicated above at A.(i)(c)]. Also			As requested earlier, please add “principal manufacturer”.	Agreed in line with sl. no 1 above.

	documents establishing details of manufacturing facility available in India, if any.				
6	<p>Sec-II, ITB, Clause No.-29, Evaluation and Comparison of the Bids</p> <p>The L-1 total bid price as defined in clause-29(E) (c), ITB of the NIT for 1 no. equipment for each item will be “Start Bid Price” for respective item of the NIT.</p>		There is no clause named 29 (E)(c) in NIT whereas it is mentioned in clause 29 (C) (c). Clarify the same.		<p>It is a Typographical error.</p> <p>To be read as Clause-29. (C).c), ITB in place of clause-29(E) (c), ITB.</p>
7	<p>Sec-II, ITB, Clause No. -37.1. ii), Purchase Preference under “Make in India”.</p> <p>If L-1 bid is not from a ‘Class-I Local Supplier’, 50% of the order quantity shall be awarded to L-1.</p>			In this tender the quantity is only one (1) which is not divisible. Please clarify, if in case the Class – I Local supplier is not L1 but within the margin of purchase preference, will he get the opportunity to match the L1 Price.	<p>If in case the Class – I Local supplier is not L1 but within the margin of purchase preference, he will get the opportunity to match the L1 Price.</p> <p>As per Clause No. 37.1.iii) ‘Class-II Local Supplier’ will not get purchase preference.</p>
8	<p>Sec-II, ITB, Clause No.- 37.2.f., Purchase Preference under “Make in India”.</p> <p>The bidders offering imported products will fall under the category of Non- Local suppliers. They cannot claim themselves as Class-I Local suppliers/ Class-II Local suppliers by claiming the services</p>			The PPP-MII order was amended on 28th May, 2018 to include the “goods, service or works” for the item being procured. In case of Dragline the transportation, installation & commissioning accounts for substantial amount to the total price of the	<p>No change in the NIT.</p> <p>This is as per Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 4<sup>th</sup> March 2021, Ministry of Commerce and Industry, DPIIT, GoI,</p>

	such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition			equipment. It is thus requested to include these activities as part of calculation for “Local Content”. However imported components would not be included as local value addition.	
9	<p>Sec-III, GCC, Clause No.-3. Standard.</p> <p>The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.</p>			<p>Please modify the last sentence to read as “..... Such standards shall be the latest issued by the concerned institution, as on the date of signing of the Contract.”</p> <p>Since the Contract is a long-term agreement, it should be clear that the Goods must conform to the specifications of the concerned institution as on the date of signing of the Contract. To ensure certainty of price, the Supplier should have certainty of specifications which could change considerably over the 132 months of supply required under the contract.</p>	No change in the NIT.
10	Sec-III, GCC, Clause No.-23, Liquidated Damages		Whether LD will be charged on the total contract price or on the part of		As per clause 17, “Liquidated Damages” of SCC, the Liquidated

			supplies which are not made within the contractual period.		Damages is not applicable in instant tender
11	<p>Sec-III, GCC, Clause No.-25.1, Force Majeure.</p> <p>Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes and act of God.</p>			Since the Contract is a long-term agreement, a change in law during the 172 months of supply required under the Contract cannot be envisaged at this stage and could lead to delays in performance, and as such, must be included in the definition of Force Majeure.	No change in the NIT.
12	<p>Sec-III, GCC, Clause No.-32.3, Limitation of Liabilities</p> <p>However, the limitation of liability of the supplier indicated above shall not apply to Liquidated damages.</p>			Kindly delete this clause as the capping of liabilities remains undefined due to this clause.	No change in the NIT.
13	Sec-III, GCC, Clause No.-34, Settlement of commercial disputes in case of contracts with Public Sector Enterprises /Govt. Deptt.(s)			It is requested that the private players should also be given the opportunity for settlement of any commercial dispute that may arise over such long duration of contract.	No Change in the NIT.

				As such the provision for arbitration in Singapore under the rule of SIAC be provided for private players.	
14	<p>Sec-IV, SCC, Clause No.- 2.1, Performance Bank Guarantee (PBG)</p> <p>The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 100% value of the total landed value of the contract including all taxes, duties and other costs and charges. The PBG will be required to be submitted to Paying Authority of concerned subsidiaries.</p> <p>In case of FOR destination contract in Indian Rupees, the total landed value of the contract will be arrived at after adding GST and any other tax and duty, if applicable and any other cost and charge, if applicable, to the FOR-Destination price of the ordered Equipment, Consumable Spares &amp; Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares &amp; Consumables for a period of 120 months.</p>		<ul style="list-style-type: none"> <li>- These are very stringent conditions.</li> <li>- Performance (availability) of the machines should not be the sole responsibility of the supplier as operation of machines is not under the supplier responsibility. Machine performances are also affected due to working conditions as well operator's efficiency.</li> <li>- Manufacturing of Dragline involves huge capital and encashment of PBG due to non-achievement of minimum availability for any reasons will have severe adverse effect on the financial status of company or even very existence of the company.</li> <li>- These clauses should be re-considered and PBG value should be reduced to 3% as per recent Government Guidelines.</li> </ul>	<p>It is requested that the 100% PBG amount should be calculated based on the FOR destination price of the ordered Equipment, Consumable Spares &amp; Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares &amp; Consumables for a period of 24 months.</p> <p>Since during the trial period, this will be maximum CIL would be paying to the bidder.</p>	<p>No change in the NIT.</p> <p>No change in the NIT.</p>

15	<p>Sec-IV, SCC, Clause No.- 2.6 &amp; 2.7, Performance Bank Guarantee (PBG)</p> <p>2.6 The PBG shall be submitted, at the time of submission of invoice for a period of 33 months before any payment is released for equipment and spares and consumables.</p> <p>2.7 The PBG (s) for 100% value shall remain valid till 3 months after the completion of 36 months trial period from the date of commissioning of all the equipment covered in the contract.</p>		<p>-Clause 2.6 says 33 months whereas clause 2.7 says 36+3 months.</p> <p>- Please clarify the above clauses</p> <p>-PBG must be 3% of the total contract value as mentioned above.</p>	<p>We understand the PBG is to be submitted after 6 months of commissioning along with invoice. Thus, validity shall be of 33 months. Please confirm.</p>	<p>For clarity regarding period of PBG to be submitted, the clause -2, PBG of SCC should be read along with clause -7, Payment of SCC.</p> <p>Validity of PBG shall be of at least 33 months.</p> <p>No change in NIT.</p>
16	<p>Sec-IV, SCC, Clause No-5.1(a)</p> <p>Period for supply, erection and commissioning of complete dragline shall be as under.</p> <p>-Dragline – within 40 months from the date of contract</p>		<p>This clause should be reconsidered and Duration should be changed to 50 months from date of signing of contract.</p>		<p>No change in NIT.</p>
17	<p>Sec-IV, SCC, Clause No .-7.2.1. A, Payment, Equipment and 1st year consumable spares and consumables</p> <p>Supplier will raise GST Invoice for equipment and 1st year consumable spares and spares one week prior to completion of 6 months from the date of commissioning of the</p>		<p>Dragline is mining biggest equipment involving huge capital input and with existing payment clause, huge capital will be blocked for a much longer period. For smooth execution of the project, we therefore request stage-wise payment</p>		<p>No change in NIT.</p>

	<p>equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 180 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value, freight, transit insurance and GST for equipment as well as invoice for 1st year consumable spares and spares against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment.</p>		<p>against supply as 80%-part payment in stages as mentioned below and balance 20% after Erection &amp; Commissioning.  Stage wise Payment after supply to be made as below:  -  (i) Supply of Base, Base Fitting and Shoe-10%  (ii) Supply of Rotate Frame and Deck – 15%  (iii) Supply of Super Structure – 10%  (iv) Supply of Machineries - 25%  (v) Supply of Electrics &amp; PMS – 35%  (vi) Supply of Bucket, Tools etc – 5%.  100% payment for 1st year Consumables against supply.</p>		
18	<p>Sec-IV, SCC, Clause No.-7.2.1. B,  100% payment for guaranteed spares and consumables to be supplied during 2nd to 3rd, 4th to 7th, 8th to 11th year shall be made within 21 days after receipt and acceptance of the same during the respective year after confirmation of receipt of DRR in respect of spares and consumables</p>		<p>“after receipt of acceptance of applicable PBG” Please clarify whether this PBG is 10% PBG submitted after 3yrs of completion of machine.    However, we request to keep the percentage of PBG as 03% based on recent</p>		<p>PBG as applicable for the respective years of operation.    No change in NIT.</p>



	for the respective year and after receipt of acceptance of applicable PBG		Government Guidelines.		
19	Sec-V, Schedule of Requirements, Part II, point-III, Training	Being specialized equipment, these trainings will be specifically arranged at manufacturer place or at site and are not regular trainings. Please quantify the trainings (at manufacturer place & at site) as per below for clarity. (i) Maximum No. of Person in each training (ii) Number of days/weeks for each training (iii) Total number of trainings			It is already mentioned in Schedule of Requirement of Services.
20	Sec-VI, Technical Specifications, Clause -A.1, Equipment Package & Clause 4.1 Bucket Section  The scope also includes additional 02nos (two) bucket along with all bucket accessories including tooth points, adaptor etc.  Minimum life of each of the Buckets including its repairs at suitable interval so as to protect basic parent		Kindly clarify if Bucket fails after 10000 working hours, then will it be the responsibility of supplier to replace it free of cost or it will be the purchaser's responsibility to purchase the bucket after failure. As per tender, the supplier has to quote for all the consumables and consumable spares required		It will be as per provision of NIT.

	material of bucket, should not be less than 10000 working hours. In case of failure of bucket before 10000 hours, the replacement [as per guarantee settlement] shall be completed at site at no cost to the purchaser.		for 132 months i.e, 11 years & also has to ensure the minimum availability will it mean that the buckets have to run for 11 years.		
21	<p>Sec-VI, Technical Specifications, Clause-A.4, Erection/Assembly, Commissioning and Performance Testing</p> <p>.....shall include testing of the equipment at maximum rating under operating conditions of the mine as specified to the satisfaction of the user.</p> <p>..... suitable free accommodation shall be provided by project to supplier's servicing staff ..... Suitable accommodation subject to availability and at the market rate only shall</p> <p>During erection and commissioning period a Hindrance Registers shall be maintained to record all such events and shall be signed jointly by supplier and purchaser.</p>			<p>It is requested to amend the statement to read as ".....mine as specified and to the contract specifications.</p> <p>Please clarify if the accommodation during the erection, commissioning and initial warranty period will free or supplier will have to pay for the same. It is requested to keep it free. The hindrance thus recorded should also be resolved within a defined time frame. It is thus requested to add a resolution period of 7 working days from the date of record.</p>	<p>suitable free accommodation shall be provided by project to supplier's servicing staff etc. during ..... subject to availability.</p> <p>Noted.</p>
22	Sec-VI, Technical Specifications,	Change requested for Warranty period of 12	Availability 1 year- 90% Availability From 2 to 3		No change in NIT.

	<p>Clause-C.7, Availability Provisions</p> <p>Minimum Annual Guaranteed Percentage</p> <p>Availability 1 year- 90%</p> <p>Availability From 2 to 3 year-90%</p> <p>Availability From 4 to 7 year-88%</p> <p>Availability From 8 to11 year-87%</p>	<p>months – 85%</p> <p>Cluster I period (2<sup>nd</sup>- 3<sup>rd</sup> year) – 85%</p> <p>Cluster II period (4<sup>th</sup>- 7<sup>th</sup> year) – 88%</p> <p>Cluster III period (8<sup>th</sup> – 11<sup>th</sup> year) -87%</p>	<p>year-88%</p> <p>Availability From 4 to 7 year-86%</p> <p>Availability From 8 to11 year-84%</p> <p># Above availability should be considered.</p>		
23	<p>Sec-VI, Technical Specifications, Clause C.7.2.2</p> <p>The following calculation shall determine the availability of the Equipment:</p> <p>% Availability=</p> $\frac{\text{Scheduled Available Time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100$ <p>Scheduled Available Time shall equate to 24 hours daily.</p>		<p>Routine maintenance not to be considered for calculation of downtime.</p>		No change in NIT.
24	<p>Sec-VI, Technical Specifications, Clause-C.7.3.3, Compensation for not achieving Guaranteed Availability during trial period of 36 months</p>			<p>It is requested that period for which the equipment was unavailable be added to the trial period.</p>	No change in NIT.

	.....In such an event, the performance of the modified equipment for the stipulated period shall be counted from its re-commissioning date. The period for which the equipment has worked before carrying out the modifications will not be taken into account for assessing the performance				
25	Sec- VI, Technical Specifications PART D: EQUIPMENT SPECIFICATIONS, Clause: 5.2 Drive system  All cables used in the machine shall be of the fire resistant type.	Cables supplied will be Flame Retardant and Heat Resistant.			No change in NIT.
26	Sec- VI, Technical Specifications PART D: EQUIPMENT SPECIFICATIONS, Clause: 5.2 Drive system  Suitable rugged cooling system shall be provided for the central electrical control cabinets as per design criteria of the manufacturer.	The central electrical control cabinets are generally used in DC control systems like PCR. AC drive system uses independent air cooled drive cabinet. The system being supplied will be air cooled hence there is no requirement of cooling system for the central electrical control cabinets.			It may be as per manufacturer's design but proper cooling arrangement for the electrical cabinets to be provided.
27	Sec- VI, Technical Specifications PART D: EQUIPMENT	Kindly specify what fully fault rated means & please			Motor terminal box is part of the motor, hence

	SPECIFICATIONS, Clause: 5.3 Motors  Terminal boxes shall be fully fault rated.	advise if there is a specification/standard that must be met			covered under respective motor standard e.g. BIS for induction motor is IS 12615:2018.
28	Sec- VI, Technical Specifications PART D: EQUIPMENT SPECIFICATIONS, Productivity & Health  Monitoring System	BEML will provide suitable licensed online real time monitoring interface facility through single universal port on equipment, for transfer of data. Protocol details will be shared to M/s. CIL after tripartite agreement. M/s. CIL has to facilitate entire process including tripartite agreement for confidentiality.			Tripartite agreement. & service provider will be arranged by purchaser.
29	Sec- VI, Technical Specifications, Clause-8,Performance Guarantee.....  For Planned Maintenance and Major Overhaul of Dragline, the works are to be carried out with bidder's manpower only, during this period no manpower shall be provided by purchaser. However necessary facilities like cranes and tools & tackles supplied by the bidder along with the equipment shall be provided.			We trust the cranes required during the planned maintenance and major overhauls will be provided by the purchaser. The scope does not include the supply of cranes.  It is requested to kindly amend the statement to exclude cranes from this.	Crane will be provided by purchaser.

30	<p>Sec-VI, 10. Information to be provided by the supplier</p> <p>Clause:10.1 General:</p> <p>a. Number of offered/similar model supplied during the last 20 years.</p>			<p>Please confirm this is not applicable for this trial tender.</p>	<p>Applicable for eligibility clause 5.1 (ii) a or b</p>
31	<p>Sample Forms, Annexure-4(a) Declaration by Principal Manufacturer Form</p> <p>.....</p> <p>3. That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than 50%.</p>			<p>Please amend this to include a Class – II local bidder also i.e., less than 50% of local content also.</p> <p>“..... will have indigenous content of not less than ..... % and should be considered as Class – I / Class – II (as applicable) local bidder.”</p>	<p>Agreed to include a Class – II local bidder/ supplier also.</p> <p>May be rephrased to be read as “That the equipment along with spares and consumables to be supplied against this tender will have indigenous content of not less than <b>50% / 20% (as applicable for Class-I Local Supplier and Class-II Local Supplier).</b></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) Incomplete template or templates not submitted as per the instruction given will be rejected.
- 9) **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.
- 10) All Indian entities should have GST Registration No.
- 11) **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**

## **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.