

**CIL's Response to the queries of prospective bidders during Pre-Bid Meeting held on 08.12.2021 against Global Tender No. CIL/C2D/20cum ERS/R-146/2021-22/381 Dated 15.11.2021 for Supply, Installation and Commissioning of 20 CuM Electric Rope Shovels
Along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 10 years under Spares Cost Cap**

Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
1	Details of tender	4, IFB	Subject of Tender: Supply, Installation and Commissioning of 02 nos. of 20 CuM Electric Rope Shovels along with Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares and Consumables for a period of 10 years under Spares Cost Cap Online submission of offers : Last date 20.12.2021	Request CIL for extension of tender submission - due date upto 20/01/2022.		In view of big volume of supply of imported spares and consumables to India, is it possible to consider the supply format for 2nd to 11th year against the "Price Break-up list" as it was earlier instead of "Spares Cost cap". Please clarify.	Firm A - No reason has been mentioned for seeking such extension. Hence, not accepted. Firm C - It is not possible to consider such request. No change in NIT.
2	Eligible Bidders	5.1. i), ITB	Foreign Manufacturers: Foreign Manufacturers of the equipment of tendered capacity or higher are eligible to quote against the tender.		Please confirm that foreign manufacturers having Indian Agent is eligible to bid as per the statement under clause 5.1.iii) – "In case the foreign/indigenous manufacturer is quoting directly, but has involvement of an Indian agent/Indian office/Indian subsidiary for the execution of certain activities against the tender, then the foreign/indigenous manufacturer shall have to upload scanned copy of tender specific Manufacturer's Declaration Form as per Annexure 4b, Sample Forms, Sec-VII, signed and stamped by themselves i.e. manufacturer against the CIL Tender, indicating the Tender Reference No. and date along with the offer." Also, confirm that such bidder is required to indicate the eligibility clause as 5.1.i)		Yes, foreign manufacturers quoting directly, but having involvement of an Indian agent/Indian office/Indian subsidiary for the execution of certain activities against the tender, will quote under Clause 5.1.i).
3	Eligible Bidders	5.3 (v) ITB	The bidder / manufacturer shall have After Sales Service Support facilities in India like Depot/ warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, trained technical manpower and training facilities for providing training to CIL's personnel, etc. Details will also include information about the ownership of the facilities i.e. <u>whether they are owned by the manufacturer or its authorized Indian Agent</u> Note: The minimum criteria for After Sales Service Support facilities shall be as follows: i) Proper Depot / warehouse to store required spare parts for facilitating timely supply of spare parts and consumables required at the site for repair and maintenance of the requirement. ii) Workshop facilities comprising following for servicing, repairing and testing of assemblies/sub-assemblies of the offered equipment: iii) Training facilities to impart classroom and on the job training to the CIL's personnel iv) The facilities should have sufficient trained personnel to carry out all activities v) The workshop/service centre shall also have facilities for testing and quality assurance of the components which will be repaired / serviced through vendors/ sub-vendors. Note: In case the manufacturer is the bidder, the After Sales Service Support Facilities of its Indian Agent will also be acceptable on meeting minimum criteria as stipulated above and vice versa	We have found lot of changes in Clause 5.3 Sec. II - ITB compared to earlier tender of CIL. Please clarify whether services facilities have to be for specifically 20Cum and above Electric Rope Shovel or Service facilities for any type of Mining Equipment would suffice.		We agreed with Minimum Criteria for After Sales Service Support, but in tender there is no provision which states that Bidder is allowed to bring damaged parts in their facility for repair work. Please provide clarity on the same.	Firm - A After Sales service facilities should be suitable for the offered equipment as mentioned in point (i) to (v) of this clause. Firm - C After Sales Service includes facilities for prompt replacement / repair, servicing, condition check etc. of components and assemblies of the equipment as per OEM standard. Hence, as per requirement of the user, supplier may require to service / repair any item at their facilities including the tendered equipment.
4	Provenness Criteria	7.3; 7.4 & 7.5, ITB	7.3 In case the indigenous manufacturer is quoting the same / similar type & model of the equipment, However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the quoted model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. 7.4 & 7.5 also "successful performance"		These clauses and any further reference of "successful performance" may be replaced with "satisfactory performance". This is being requested since the term "satisfactory performance" has been defined in the NIT.		"Successful performance" and "satisfactory performance" have been used in the NIT in different contexts.
5	Provenness Criteria - Acceptance Criteria for Similar Equipment - 7.7, ITB	7.7.2 (e) ITB	e) The original 10% PBG for <u>the total contract value</u> will be retained for entire contract period as per PBG clause of NIT.		Please confirm, if the bidder is submitting equipment wise PBG, then 100% will be returned when the bidder submits the 10% PBG for equipment contract value (derived per the SCC clause 2.4) of 1 st Lot. Request you to amend the clause with "... total equipment contract value for equipment wise PBG." for the underlined portion.		The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of all the equipment supplied in first lot for one year from the date of commissioning. In case of unsatisfactory performance, the same will be encashed by CIL as mentioned in subsequent note (i). Also refer Clause 2.10 of SCC in this regard. No Change in NIT
6	Provenness Criteria	7, Note (v), ITB	Copies of Purchase / Supply Order(s) placed on the <u>other foreign subsidiaries</u> of the OEM will be considered for provenness of the quoted model provided the link to the OEM is established.		It is requested that the underlined words be amended with "other foreign subsidiaries of the OEM or related group company of parent holding company" will be considered for proven-ness of the quoted model provided the link to OEM is established. This is being sought in line with ITB clause 17.A.v where the order placed on intermediaries is accepted provided the link with OEM is established.		Copies of Purchase / Supply Order(s) placed on the other foreign subsidiaries of the OEM will be considered for provenness subject to proper link documents to the OEM. The request is already within the provision of NIT clause 17. A. v as referred by the firm.No change in NIT.

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Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
7	Methodology for online Submission of Bids	14.2.iii. e), Technical, ITB	In case, bidder is quoting for equipment in foreign currency and sourcing some of the items indigenously in INR for fitment in each equipment during commissioning, complete list of such items (without prices) is required to be uploaded as per [Annexure-6].		Other than bought out, we have vendor base to manufacture Shovel assemblies which meets our global quality standards. We trust it is allowed to include such items in Annexure -6 for sourcing from India in case bidder has opted for clause 7.7.2 ITB. Thus, request your confirmation for following: - 1. Bidder quoting with 100 % PBG and getting proven after 1 year of Performance will be allowed to source certain attachments like Dipper & Dipper Handle from India. 2. Bidder is allowed to offer crawler shoes in case the same has been earlier manufactured in India for higher capacity shovel.		This clause is for items sourced indigenously in INR for fitment in the equipment during commissioning i.e. any item which is not a major integral part for constitution of the basic tendered equipment and applicable for the bidders quoting for equipment in foreign currency (foreign manufacturer). This cannot be different depending on the provenness claim.
8	Methodology for online Submission of Bids	14.2. iv. e) Commercial, ITB	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.		It is requested that this requirement be waived-off since: - 1. The tentative price range (last order price) of the bidder is available before opening of price bid and before bidder getting techno-commercially qualification. 2. Bidder already submits the lowest price certificate in the bid. 3. Upon opening of price bid and auction, the L1 bidder will be required to justify the prices offered. 4. There is a high probability that the latest order is with some global mining player with whom we have a confidentiality agreement, and they won't agree for disclosing of prices. We even face tough challenges to convince for sharing of unpriced order / contract copies.		The latest order of the quoted basic model is to be submitted. This is only to assess the reasonableness of quoted price.
9	Bid Prices	22.2, ITB	The Foreign Manufacturer shall quote for supply of Equipment and Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in foreign currency and thereafter Spares & Consumables for a period of 10 years under Spares Cost Cap for 2nd to 11th year of operation for each equipment in INR. The Foreign Manufacturer may also quote for supply of consumables spares & consumables for 12 months of warranty period from the date of commissioning of the equipment in INR.		Please note that it is impossible to predict the FX variation over the period of the contract. In clause 8.5 of SCC regarding the payment of agency commission you are considering the bill selling rate ruling on the date of bill of lading and not on the contract date. Similarly, it is requested that the bidder be allowed to offer spares cost cap in foreign currency for imported content and the payment can be made in INR based on the bill selling rate on the date of bill of lading of the spares being invoiced.	Since bidder in our case is Foreign manufacturer, we request you to kindly incorporate provision of quoting operation spares in foreign currency as well.	Firm B - No change in NIT Firm C - No Change in NIT
10	Bid Prices	22.3, ITB	In case the bid is submitted by an authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, such bidder must quote for equipment in foreign currency on behalf of its principal/parent/holding company; and may quote Consumable Spares and Consumables for 12 months of warranty period from the date of commissioning of the equipment in combination of foreign currency and INR and thereafter for Spares & Consumables for a period of 10 years under Spares Cost Cap for 2 nd to 11 th year of operation for each equipment in INR. Supply of equipment and Consumable Spares & Consumables in foreign currency will be made by foreign manufacturer and payment for the same in foreign currency will be made to the foreign manufacturer. Regarding Spares & Consumables quoted by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer under Spares Cost Cap in INR, supply of such Spares & Consumables will be made by the authorized Indian Agent/ Indian Office/ Indian Subsidiary of foreign manufacturer and the payment of the same will be made to the authorized Indian Agent/ Indian Office/ Indian Subsidiary. However, in such case a tripartite contract will be concluded with the bidder, who is an authorized Indian agent/ Indian Office/ Indian Subsidiary of foreign manufacturer, along with the foreign manufacturer.	Exchange rate is unpredictable during the 11 years. It is difficult for foreign manufacturer to quote spares and consumables for 2nd to 11th year of operation for each equipment. However, we request quote spares and consumables for 2nd to 11th year of operation for each equipment in foreign currency and we accept CIL make the payment in INR through conversion from foreign currency.			No Change in NIT
11	Security Deposit	34.2, ITB	34.2 Subject to force majeure conditions, failure of the successful bidders to comply above requirement of Security Deposit and requirement of ITB clause-33 and 34.1 within a reasonable time (not exceeding 90 days from date of NoA) shall constitute sufficient ground for the annulment of the award and invocation of Bid Security Declaration given in the LoB.		Please delete invocation portion of this clause. If bidder is not able to submit SD within stipulated time because of the force majeure condition, then invocation of "Bid Security Declaration" should not be done as this calls for penalizing the bidder. The quantum of impact of force majeure can not be preempted on the organization		No Change in NIT
12	Security Deposit	1.1, SCC	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.		The bidder seeking qualification under Clause 7.7.2 and taking 100% PBG route, is required to submit SD for the entire contract value and not for the portion of the contract that they are initially allowed to execute. We request you to kindly keep the SD value for the portion of the first lot of Equipment value. Also, as per Clause 8.4 SCC LC is opened to cover only 1st Lot of supply and LC for balance amount is opened only after the clearance for supply of the remaining Lot. Hence, please accept the above request.		SDBG will have to be given for 3% of the total contract value including taxes and duties.

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Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
13	Security Deposit	1 SCC	Additional clause request for Security Deposit release in case of 100% PBG route for supply.		The security deposit clauses have no mention for return of SD in case the bidder is opting for Clause 7.2.2. of ITB i.e., under 100% PBG route and fail to achieve "satisfactory performance". It is thus requested that a clause be added mentioning that the SD would be returned in full, in case the equipment fails to achieve "satisfactory performance". Deduction, if any, would be made from the PBG only.		SDBG will be returned in case of failure of 1st lot. However, the "failed" equipment of the 1st lot shall also have to be taken back by the Supplier at no cost to the Purchaser.
14	Security Deposit	1.3, SCC	In case of CIP contract in foreign currency, the total landed value of the contract will be arrived at after adding Customs Duty, estimated GST and any other tax and duty, where ever applicable and any other cost and charge, if applicable, to CIP price of the ordered equipment, Consumable Spares & Consumables for 12 months of warranty period from the date of commissioning of the equipment and thereafter Spares & Consumables for a period of 10 years under Spares Cost Cap.	suggest removing "thereafter spares & Consumables for a period of 10 years under Spares Cost Cap"			No Change in NIT
15	Security Deposit	1.4, SCC	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. <u>However, subject to force majeure conditions, delay in submission of SDBG beyond 90 days from the date of NoA may attract annulment of the award and invocation of Bid Security Declaration in lieu of EMD.</u>			As per our experience, getting BG in prescribed format of CIL without any deviation needs lead time of more than 30 days. If CIL is planning to impose penalty of 0.5% of SD value, we request you to kindly increase lead time from 30 days to 60 days	No Change in NIT
16	PBG	2.1 SCC	The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit subsidiary-wise. The total landed value of the contract subsidiary-wise will be worked out in line with the stipulations indicated at clause-1.2 and 1.3 above. The PBG will be required to be submitted subsidiaries wise to Paying Authority of concerned subsidiaries.			We refer to Office Memorandum no. F:9/4/2020-PPD. Govt. of India, Ministry of Finance, Dept. of Expenditure, Procurement Polict Division dated 12.11.2020 (Subject : Performance Security). As per Clause no. 3 of this documents, there is a decision to reduce Performance Security from existing 5-10% to 3% of the value of the Contract. As per Clause no. 4 thereof, it is satted that all tenders/contracts issued/concluded till 31.12.2021 shall have the provision of reduced Performance Security. In view of above, please clarify whether PBG may be reduced to 3% for this tender?.	Explained. SDBG is 3%, PBG shall be 10%.. No Change in NIT.
17	PBG	2.1 & 2.5, SCC	2.1 The successful tenderer shall be required to furnish a Performance Guarantee equivalent to 10% value of the total landed value of the contract including all taxes, duties and other costs and charges without considering Input Tax Credit subsidiary-wise. The total landed value of the contract subsidiary-wise will be worked out in line with the stipulations indicated at clause-1.2 and 1.3 above. The PBG will be required to be submitted subsidiaries wise to Paying Authority of concerned subsidiaries. 2.5 The PBG (s) shall remain valid till 3 months after the completion of the contractual period of all the equipment covered in the contract.	suggest remain valid till 1 month after the completion of the contractual period of each equipment	Please amend this clause to read as " Contractual period of respective equipment covered in the contract".	As per NIT, PBG period shall be more than 10 years. However, the banks operating in India refuse to provide PBG for a period of more than 5 years. Please clarify : is it possible to provide PBG for a period of 3-5 years with subsequent yearly automatic extension? Then the total PBG validity along with subsequent extensions will cover whole contractual period of all the equipment + 3 months as per NIT.	Firm - A - No change in NIT. Firm B - the 10% PBG shall remain valid till 3 months after completion of the contractual period of all the equipment covered in the contract. No change in NIT. Firm C - Explained. No change in NIT
18	PBG	2.9, SCC	In case of successful tenderer which does not have the After Sales Service Support facilities in India, as mentioned in Clause 5.2, ITB This 10% PBG will be released after satisfactory performance of all equipment and fulfillment of contractual obligations.		We trust this to be a typographical error and the underlined portion be confirmed to be read as Clause 5.3, ITB. Please amend this to read "... satisfactory performance of respective equipment and fulfillment of contractual obligation."		Typographical error stands corrected. Shall be read as "Clause 5.3, ITB" No change in NIT

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Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
19	Incidental Services - Erection, Testing and Commissioning	4 (a), SCC	Erection, testing and commissioning of the Equipment as detailed in the Schedule of Requirements (Section-V) and the Technical Specifications (Section-VI). The supplier shall be responsible for the erection and commissioning within 120 days from the receipt of equipment at site. 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. 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 period subject to a maximum of 5% of the landed price of equipment along with accessories.		It is requested that the erection and commissioning period be clubbed. This will enable the bidder to cover for any delay and provide flexibility in the period of erection & commissioning. Further the duplicity of LD can be avoided.		No change in NIT
20	Payment - Payment of equipment in foreign Currency	8.3.1, SCC	For payment of equipment in foreign currency 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 Received Challan/ Consignment Note of all the consignments. LC shall allow partial & trans-shipments	Supplier should submit Docs and collect payment against LC when supplier despatches the cargo. So, we suggest removing C.Copy of Received Challan/ Consignment Note of all the consignments.	It is requested that the multiple ports are also allowed for shipment. The port in India will be one. This enables us to offer more competitive price.		Firm - A ---- No change in NIT. Firm B ---- Multiple ports of shipment are not allowed.
21	Payment	8.3.13, SCC	Submission of Documents for Payment in foreign Currency for equipment For 80% Payment: For Payment for equipment in foreign Currency, the supplier will submit the following documents along with bills to the bank for negotiating LC: k. Copy of Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered	Supplier should submit Docs and collect payment against LC when supplier despatches the cargo. So, we suggest removing k.Copy of Goods Consignment Note supported by Challans of all the consignments, duly receipted by consignee, with the certificate from supplier that all the consignments for commissioning of complete equipment have been delivered.			No change in NIT.
22	Schedule of Requirements - Expected Delivery Schedule	Table A-1	Table – A [If the bidder qualifies as per clause – 7 (except sub clause 7.7.2): Provenness criteria, Section-II (ITB)] At least 01 (one) machine within 12 months from the date of signing of Contract. Thereafter at least 01(one) machine per 75 days.	suggest that at least 01 (one) machine within 11 months from the date of signing of Contract			No change in NIT
23	Schedule of Requirements	Schedule of Requirements of Services	The Supplier's scope of the Contract will include the following I.... II. Providing Services of Supplier's qualified engineer(s)/personnel and manpower (skilled/semi skilled/non skilled) for: A. unloading, transportation to site, storage at site and/or B. transportation from storage to erection site, installation, testing and commissioning.	Purchaser shall supply the necessary cranes and operators for unloading when the cargo reaching the site and during the erection and commissioning.			No change in NIT.
24	Scope of Supply - Training:	A.5.1 (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.			Being OEM of EKG Shovel, our experts are self-sufficient to impart training for Bought out items and it is not possible to arrange traing for Manufacturers of each and very Bought out systems.	No change in NIT.
25	Provision of Spare Parts	C.6.2.1	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 11 years for 20 CuM Electric Rope Shovel from the date of issue of the Commissioning Certificate.	What does wear materials specifically include?		Do we correctly undertand that the Purchaser shall strongly follow any Supplier's recommendations for spares within cap cost agred OR the Purchase may not follow these recommendations. If the Purchase may not follow Supplier's recommendations, then in which case it may be applicable?	Firm - A Examples of wear material is bucket, and bucket accessories, hinges, pin etc. Firm - C Spares within the cost cap shall be as per the provision of NIT. Normally it will be on mutual agreement basis.

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26	Provision of Spare Parts	C.6.2.1 (i)	i) Reconditioned/Repaired/Refurbished spares/assemblies/sub-assemblies will not be supplied under Spares Cost Cap.			Agreed; but there is also no provision of reconditioning/repairing/refurbishing operational spares. Whether such repair is acceptable to Purchase or not if such spares are not considered under cost cap.?	Spares should not be Reconditioned/ Repaired/ Refurbished within the cost cap
27	Provision of Spare Parts	C.6.2.1 (ix)	Based on the requirement generated as per the fortnightly Inspection Report(s), the Area Excavation Engineer-in-Charge will send to the Area Purchase Cell, the complete details of those spares and consumables against the Open Provisional Purchase Order, which are required for the month/quarter depending on the nature of equipment.		For electric rope shovel of large capacity, we require the Open Provisional Order on bi-annual basis. It is thus requested that this Clause be amended accordingly, so that bidder raises the invoice to customer on biannual basis.		No change in NIT.
28	Provision of Spare Parts	C.6.2.1 (xi)	In case of total value of spares and consumables for a particular year exceeding the Spares Cost Cap of a particular year, the additional spares and consumables shall have to be supplied on FOC basis. The procedure for accounting and maintenance of records to be followed for FOC supplies will also be the same as above. However, in case the working hours of the equipment cross more than 10% of the maximum working hours in a particular year (i.e. 5500 + 550 = 6050 hours), the Spares Cost Cap value of the immediate succeeding year may be utilized in the immediate preceding year to the extent of 10% (ten percent) value of the succeeding year for the purpose of overhaul of major assemblies. However, payment of such cost of spares and consumables shall be paid only in the subsequent year.		We would propose that in such situation the additional payment be made on pro-rata basis of the respective year. This will help in not reducing the spares cap value of subsequent year for which the 5500 hrs. are considered. The above will also take care in case such a situation arises in 11th Year and there is no spares cap value left for the subsequent year.	Operational spares quoted for each year are planned based on standard wear and tear of machines and age of machine. Also, different operational condition of mines will lead to change in consumption pattern of GETs like Bucket, Tooth point, adpater etc. and it is not evident that increase of 10% working hour will only lead to consumption of 10% spares estimated for next year. There should be provision that the Spares Cost cap value of the immediately succeeding year may be utilized in the immediate preceding year of the succeeding year for the purpose of overhaul of major assemblies without percentage Cap. In any case, if Cost of spares consumed beyond 11 years of cost cap, the Bidder is liable to supply any or all such spares free of cost to Purchaser. We request you to kindly review this clause and remove 10% capping accordingly.	Firm B - No change in NIT Firm C - No Change in NIT
29	Provision of Spare Parts	C.6.2.2	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.			In clause C.6.2.1 xi) there is a provision that the unutilised Spares Cost cap value for each year will be carried forward to the subsequent year till completion of contract, similarly there must be a provision to use Cost cap value of the immediate succeeding year, in the event that the spare parts, insurance items and consumables, as recommended by Supplier, in any way fall short of actual requirements during the period for which they are said to be adequate by the Supplier.	No change in NIT
30	Provision of Spare Parts	C.6.2.3	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 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		Please confirm that in case the spare parts, Insurance items and consumables, as recommended by the Supplier, are in excess of actual requirements, due to underutilization of the equipment, the Purchaser will retain the same at end of the contract period.		No Change in NIT.
31	Provision of Spare Parts	C.6.2.6	The assessment of the Supplier of the spare parts requirements shall be based upon the expected working hours per year as defined in the individual Equipment Specifications included in the Technical Specifications. In accordance with the provisions of clause D.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 will be 11 years irrespective of working hours. In case, actual working hour exceeds the expected total working hours of the equipment during the tenure of contract period, then consumable items (the details of the consumable items are to be declared by the bidder in the offer / Spares Cost Cap) will be procured by the purchaser from the Supplier.		Please confirm that Spares and Consumables thus required shall be procured from the supplier only since the contractor has to ensure the availability guarantee also.		No Change in NIT. In such a case, consumable items (the details of the consumable items are to be declared by the bidder in the offer / Spares Cost Cap) will be procured by the purchaser from the Supplier.

**CIL's Response to the queries of prospective bidders during Pre-Bid Meeting held on 08.12.2021 against Global Tender No. CIL/C2D/20cum ERS/R-146/2021-22/381 Dated 15.11.2021 for Supply, Installation and Commissioning of 20 CuM Electric Rope Shovels
Along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 10 years under Spares Cost Cap**

Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
32	Guaranteed Availability Provisions	C.7	Equipment 20 CuM Electric Rope Shovel Minimum Annual Guaranteed Percentage (%) Availability 1st to 5th Year 6th to 9th Year 10th to 11th Year 85% 84% 83%		It is requested that the availability requirement be amended to below mentioned levels. 1st to 4th Year -85% 5th to 6th Year - 84% 7th to 8th Year - 83% 9th to 11th Year-82%	Equipment 20 CuM Electric Rope Shovel We propose following Minimum Annual Guaranteed Percentage (%) Availability 1st to 4th Year -85% 5th to 6th Year - 84% 7th to 8th Year - 83% 9th to 11th Year-82%	No change in NIT
33	Guaranteed Availability Provisions	C.7.1.3	The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria have not been met in any one (1) month.		It is requested that the availability is to be guaranteed on annual basis, thus please make such notification in case there is drop in availability in any one (1) quarter.		No Change in NIT
34	Guarantee	C.7.2.2	Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including: a) routine servicing and maintenance in accordance with the manufacturer's published recommendations, including : changing oils, oil filters and air filters; lubrication; changing identified consumable or wear parts. b) planned preventative maintenance programs; It shall not however include: I. damage due to abusive use or incorrect operation methods by the purchaser; II. accidents; III. strikes or stoppage of work by the Purchaser's personnel; IV. natural disaster; V. lack of Spare Parts not attributable to a failure of the Supplier. <u>Note – For (I) & (II), a joint inspection report will be prepared with supplier within 3 days from the date of occurrence of incident and repairing works will be done in consultation with supplier</u>		Please confirm that failure on account of Repair undertaken by purchaser, shall be treated as available time for supplier.		% availability calculation method mentioned in this clause may be referred. The downtime (for repair or not) on account of purchaser / user shall not be deducted from Scheduled Available Time of 24 hours daily
35	Guarantee	C.7.2.2 (contd.)	The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by: 1. Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only spare parts provided by the Supplier in accordance with the requirements specified in part C.6. 2. Providing co-operation to all Suppliers' authorized representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime. 3. Where appropriate, providing and maintaining such conditions as: • Proper Electrical Supply • Terrain Area • Bench Preparation • Reasonable Floor Conditions 4. Providing all Suppliers' authorized representatives access at all reasonable times to the machine service and repair facilities. Maintaining a logbook for each shift wherein the working hours, breakdown hours, maintenance hours, idle hours, etc. shall be recorded. This record will be available for examination and signature by the Supplier's representative.		Please confirm that maintenance of logbook will be based only on machine data and not on manual data.		No Change in NIT.

**CIL's Response to the queries of prospective bidders during Pre-Bid Meeting held on 08.12.2021 against Global Tender No. CIL/C2D/20cum ERS/R-146/2021-22/381 Dated 15.11.2021 for Supply, Installation and Commissioning of 20 CuM Electric Rope Shovels
Along with Consumable Spares and Consumables for warranty period of one year and Spares & Consumables for post warranty period of 10 years under Spares Cost Cap**

Sl. No.	NIT Clause	Clause No.	Clause Description	Firm A	Firm B	Firm C	Response of CIL
36	Compensation for not achieving Guaranteed Availability	C.7.3.3	In the event that Equipment fails to achieve the Availability herein provided, measured over each twelve (12) month period, the Supplier shall be liable for and pay to the Purchaser, as liquidated damages, a sum equal to as indicated hereunder for each equipment against the PBG/ extended SDBG / bills submitted by the bidder as per clause-2 of SCC: a. 1% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction in every percentage or part thereof from the Guaranteed Availability for the first 5%. b. 10% of the delivered landed price of the equipment including the Spares Cost Cap for the year in which the machine could not achieve guaranteed availability for reduction beyond 5% from the guaranteed availability. Note : i) Whenever deductions for unsatisfactory performance of equipment are made within the tenure of the PBG/extended SDBG/amount held back as PBG, the amount deducted, from the PBG/extended SDBG/amount held back as PBG, should be replenished within a month in order to ensure that the original value, of the PBG/extended SDBG/amount held back as PBG, remains the same.		Please confirm that in case there is no pending bill for deduction of LD, then the same would be done from future bill submissions rather than encashment of such amount from PBG.	We propose to also make provision of making payment to NCL for value equivalent to amount to be deducted in case of unsatisfactory performance.	Firm B - No change in NIT Firm C - No Change in NIT
37	Machinery House	D.4.9	All functions such as Crowd, Hoise, Swing and Propel shall be provided on "ON" type brake so that the brakes are applied automatically, in case of electric power failure. All main drive motors shall be equipped with disc type brake.	What does "ON" type brake mean specifically			Brake will remain opne when power shall be "ON" for the brake lectrical system
38	Safety Features	D.5.13 (k)	All safety features & devices as per Govt. Of India Gazette notification no. Z 20045/01/2018/S&T (HQ) dated 01.10.2018, DGMS (Tech) Circular No. 06 of 2020 dated 27.02.2020 and any subsequent amendments, if any, including following shall be provided in the equipment. Bidder shall submit a Certificate as an undertaking in this regard that all safety features and devices are incorporated in the equipment ... (k) Two way communication system other than mobile phone in operator's cabin	What does it mean specifically? Walkie-talkie ?			The equipment shall be provided with a audio or visual type communication system between operator and personnel attending the equipment. Walkie Talkie is Frequency based handheld wireless communication system
39		D.6	Ancillary equipment and other requirements g. 2 nos. 150T Hydraulic jack of reputed make.		It is requested that this be amended to 100T jack as it will be sufficient to cater the requirement.		No change in NIT
40		D.8	Performance Guarantee: During contract period of 11 Years (132 Months), a period of 07 (Seven) days per year shall be allowed to equipment supplier in consultation with project Excavation head, from 6th year to 11th 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.		Please note that at least one rehabilitation of the equipment is required during the operation period of 11 years. Hence request you to incorporate a maximum permitted time of 8 weeks (60 days) during the 9th year of operation for the rehabilitation. The period during which the equipment is under rehabilitation will not be considered as down time. This is standard procedure for any long-term contract including the MARC contract under execution by us with CIL.		No change in NIT
41	Sample Forms	Annexure 3 (Details of Bidder)	13 IT Permanent Account Number (PAN) of Indian Entities 14 GST No. of Indian Entities		Please amend the Annexure - 3 to include "Indian Entities / Indian agent"		No Change in NIT. Indian entities shall also include the Indian Agent
42			Make		Please confirm if the MAKE to be indicated in TPS, BOQ_1 etc. will be the brand name or the name of the manufacturing entity.		MAKE' - Name of the manufacturer for the offered equipment against this tender.