

MINUTES OF THE PRE BID MEETING HELD ON 04-03-2010

Ref: TENDER NO. BCCL/PUR/610000/GLOBAL/60T DUMPER/09-10/128 DATED 05-02-2010 DUE ON 30-03-2010

S/N	PAGE NO	SECTION	CLAU SE NO.	CLARIFICATION REQUIRED BY PROSPECTIVE BIDDERS	COMMENTS OF BCCL
01	68	Section VI – Technical Specifications	4.1	Engine: The term “ CIL guidelines will be followed for accepting other than Caterpillar / Cummins Engine” Needs clarification.	Provenness criteria as given in the NIT will be applicable. However,CIL guideline will be followed in respect of indigenous engines.
02	69	do	4.8	Tyres shall be covered under MARC on CPH basis. Additional two Nos. tyres to be quoted per equipment or per prject. Clarification is required.	Additional two nos tyres should be supplied with each equipment. NIT is clear.
03	72	do	6A	<p>Special Guarantees: All special warranty / Guarantee shall be inline with CIL / Other subsidiaries Tender including BCCL. i.e</p> <p>Standard Eqpt warranty : 3000 Hours or 12 months from the date of commissioning of the eqpt. & Special warranty for aggregates are as under:</p> <ol style="list-style-type: none"> 1. Main Frame – 10,000 hrs or 1000 calendar days (whichever is earlier) 2. Complete Engine System – 24 months or 6000 hrs (whichever is earlier). In case of failure of engine system within 6000 hrs, the failed components of the engine system will have to be replaced / repaired depending on the merit of the case, free of cost by the supplier. In case of failure of engine system beyond 6000 hrs the system will have to be replaced on pro-rata basis taking the life of the engine system as 7550 W/hrs. 3. Transmission Assembly - 24 months or 6000 hours (whichever is earlier) 4. Electrical items – 6 months or 1000 hrs. 5. Engine Hour meter & Audio visual Alarm - 12 months or 3000 hrs. (whichever is earlier). 	NIT is specific and clear
04	72	do	6	<p>Safety Features :</p> <ol style="list-style-type: none"> i) Tail gate protection – Provision of mechanical tailgate protection is not feasible in eqpt design & hence request to delete the same. ii) Limiting speed Device – Limiting eqpt speed to 30KMPH can be made. Due to restricting the speed to 30KMPH, it may affect the life of powerline and also increase in diesel consumption. Hence, we request to review the same. 	All the prospective bidders expressed their inability to provide Tailgate Protection as same is not developed till date.Bidders were informed suitable decision will be taken in consultation with the CIL..
05	80	do	1 (i) a	The minimum annual Guaranteed % availability indicated during the MARC period needs to be inline with the coal companies tenders with 3 years Guaranteed spares & also KDH-MARC, the minimum Guaranteed availability stipulated was : 72%. Hence, we request to consider Guaranteed availability inline with other coal cos. Further the years indicated in column 4 needs correction.	No change. In view of contents of Annexure-4 (section –VII) matters Stands clarified.

06	80	do	1(ii)	POL should be whose scope ?. OTR Tyres shall be included in the scope of Supplier on CPH rates.	These are specifically indicated in the NIT.No change
07	81	do	1(xii)	To add “Safety training at site for MARC holder personnel, DGMS approval & regulation will be the purchasers responsibility.	No change.
08	82	do	2	Manpower Training & Induction: NIT calls for “Training on Simulator modules by the bidder at their works is mandatory”. As this involves time for development and presently not available, hence requested to delete the above. However, training shall be on eqpt itself.	No change.
09	83	do	3.2	Deemed Breakdown: Since the equipments are being utilized for production MARC charges are payable and the same may be considered as available Hour.	No change.
10	83	do	3.4	Un-scheduled Maintenance : Para-1 :The sentence “ Eqpt shall remain under break down unless maintenance in charge of BCCL certifies that it has been properly repaired”. As a manufacturer / supplier (MARC holder), it is the responsibility of the MARC holder to certify the eqpt is ready for operation or not. Certification by maintenance is not required under MARC. Hence the above may please be deleted. As per NIT, arrangement of Mobile Crane irrespective of capacity is the responsibility of the purchaser. As Provision of required capacity crane is the responsibility of the purchaser. Hence, any downtime due to non availability of crane should not be attributable to MARC holder. This may please be reviewed.	No change.
11	84	do	3.5	Limitations of Guaranteed Availability: to add (i) Non availability of Purchaser scope of material and manpower.	No change.
12	85	do	4.2(vi)	Accommodation & Site office : Accommodation to MARC holder personnel may be provided as applicable to BCCL personnel as per requirement. The MARC holder shall pay maintenance and electricity bills for the accommodation as applicable to BCCL staff. Similarly Medical assistance as available with the purchaser on payment basis as applicable to BCCL Staff.	No change.
13	86	do	5	The last line under this clause may be amended as MARC holder / Sub contractor of MARC holder.	No change.
14	88	do	8	MARC holder shall handover the equipment in running condition to the Purchaser after MARC period. No penalty shall be applicable.	No change.
15	89	do	10	Compensation for Not Achieving Guaranteed Availability: We request to consider the following: During initial 4 years of MARC period: 1% of the billed MARC charges for reduction in every percentage point reduction from the Gu. Availability . The ceiling shall be 10%. Balance period of MARC period: 0.5% of the billed MARC charges for reduction in every percentage point reduction from the Gu. Availability . The ceiling shall be 5%. BONUS: Incase excess achievement of availability over committed	No change.

				availability, BONUS should be granted against each excess % availability. This may kindly be considered.	
16	90	do	11.4	Termination : Any termination should be on mutual discussion basis between purchaser & MARC holder to avoid unilateral decision by the purchaser.	No change.
17	80	do	1.1(a)	We need to reconfirm that the total contract will be for 7 years which will include 1 year warranty (1+6).	NIT criteria will prevail.
18	80	do	1©	How do bidder specify "commencement date" of rehabilitation? Can bidders specify the commencement at which hours instead?	Clarified. No change
19	80	do	1(ii)	Ceiling prices of Tyre is an exclusive arrangement for CIL & it's subsidiaries. How the bidder is expected to comply to the same ceiling price on tyre purchase by them?	Clarified. No change
20	82	do	2	Is there any specific type of Simulator to be used for the training purpose?	Clarified. No change
21	83	do	3.4	Since MARC holder is responsible for the upkeepment of the machine, it is upto the MARC holder to decide if the machine is to be stopped for the problem or the repair can be carried out later.	Clarified. No change
22	84	do	4.2	1) In addition to the facilities provided we suggest CIL to provide suitable capacity of overhead crane in side the workshop . To provide suitable high capacity crane 60T and 100T Cranes during machine commissioning and duting major sub assembly repair / over hauls.2) Coal India will use suitable Water Supression systems and Motor Graders to maintain the haul roads ... Tyre life etc	Clarified. No change
23	88	do	8	What will be the criteria to decide on "Outlived assembly" and how it will be determined?	Clarified. No change
24	90	do	11.4	Suggest termination right given to MARC holder also. --- "Due to any unforeseen / unavoidable circumstances, if the operatin of MARC at any tme during MARC period of Years becomes undesirable the contract shall be suspended / terminated with mutual consent of CIL and the MARC holders on mutlally agreed terms and conditions."	Clarified. No change

25	51	Section V – Schedule of Requirem ents	Part II	Training of Purchaser's Personnel at site : Schedule of Training at site shall be at VT centre, BCCL for all the project personnel.	Clarified. No change
26	52	do	Part III	No. of personnel to be trained by the supplier is to be indicated (Table)	As per the NIT.
27	40	Section IV – Special Condition of Contract(SCC)	1.1	Security Deposit: As a standard practice, Security Deposit for 10% of the Average Annual MARC price arrived by dividing total MARC price (excluding Taxes & Duties) by total MARC period	As per the NIT
28	31	Section III – General Condition of Contract(GCC)	. 11	Scope of Composite Insurance of equipment needs clarification.	As per the NIT
29	16	ITB	15.6	MARC Bid Prices, Clause 15.6, ITB We request BCCL to allow the bidder to quote prices for spares & consumables per working hour basis in MARC, excluding taxes & duties. This will help BCCL to claim benefit of input tax credit in the present tax regime. Moreover GST is expected to get implemented by April 2011. If the MARC prices are quoted excluding taxes then BCCL can also claim the GST back from the Government. In the current NIT structure of all-inclusive prices, Coal India can't claim the GST/ local VAT benefit.	No Change
30	50	Section V	Sch. Of reqt.	We have observed that the delivery schedule for full tendered quantity has been mentioned in the NIT. We request you to also provide the delivery schedule of 60% tendered quantity & 40% tendered quantity separately, since there is an option to distribute the total tendered quantity between lowest two bidders.	No Change

31	72	Setion VI Tech, spec.	6.18	Proximity Warning Device, Clause 6.18, Section VI, Tech Specification. We would like to inform that our 60T Dump Truck is not equipped with Proximity Warning Device. We request you to omit this provision from the NIT Scope of Supply.	All the prospective bidders expressed their inability to provide Proximity warning devise as same is not developed till date.Bidders were informed suitable decision will be taken in consultation with the CIL..
32	80	Section VI MARC	1.ii	Clause 1.ii, MARC, Section VI, Tech Specification. We would like to inform that our 60T Dump Truck is fitted with Radial tyres and there is no reliable source in India to retread the radial tyres. Hence it may not be possible for us to retread the Radial tyres. However we would ensure the cumulative tyre life of 6500hours as mentioned in the NIT. Kindly confirm whether it will be acceptable to BCCL if we guarantee a total tyre life of 6500 hours.	If the bidder gives the total cumulative guarantee of tyre life as per the NIT, the retreading confirmation may not be necessary.
33	43	SCC	4.1 (b)	For Domestic Goods from within India	The condition of submission of stipulated documents one week before arrival of the Goods is deleted,