

CORRIGENDUM-1

CORRIGENDUM-1 to Tender No. CON/T/BCS/WAGON-2700/2018 FOR THE MANUFACTURE & SUPPLY OF 60 BLCS RAKES of CONCOR is issued for:

- 1.0 Issued Amendment 1 to 5 to the tender
- 2.0 Issued Clarification 1 to 72 in response to the Clarifications sought by the intended bidders

Please visit on company's website, www.concorindia.co.in and also visit website of Tender Wizard www.tenderwizard.com/CCIL for complete details. All other Terms and conditions of the bid document shall remain unchanged.

EXECUTIVE DIRECTOR (TECH)

AMENDMENT NO. 1 TO 5 TO THE TENDER NO. CON/T/BLCS/WAGON-2700/2018 DATED 06.02.2019 UNDER CORRIGENDUM-1

S.N.	TENDER CLAUSE & SECTION	AMENDMENT
1	Clause 3.1 of Section II	<p><u>Replace the Clause 3.1 of Section II as under:-</u></p> <p>Earnest Money for an amount of Rs.20,00,000 (Rupees Twenty Lakh Only) shall be paid.</p>
2	Clause 11.7 of Section II	<p><u>Replace the Clause 11.7 of Section II as under:-</u></p> <p>11.7 FREE SUPPLY ITEMS:</p> <p>This tender is on Job Work Model Basis. Material as specified in Clause 11.7 of Section-II, shall be provided by CONCOR to the successful bidder/s which will exclusively be used for the manufacturing of BLCS Wagons of CONCOR only, in accordance with Delivery Schedule at Section-IV.</p> <p>The following items will be supplied free of cost to the contractor at their works/manufacturing site only after submission of Bank Guarantee for Free Supply Items (Annexure-5A) and Indemnity Bond (Annexure-11) in the prescribed format and as per Clause 17.1 of Section-II. The Bank Guarantee & Indemnity Bond should be submitted atleast 15 days prior to the delivery of Free Supply Items.</p> <p>Quantity to be supplied by CONCOR to the Contractor has been tabulated below on per Rake Basis.</p>

S. N.	Item's Description	RDSO Specification No.	Qty. per Rake to be supplied by CONCOR (In Nos.)
1	LWLH Bogie 25 Ton Axle Load	WD-40-LWLH25 BOGIE (K class) as per Drg. No.WD-15021-S/O2 Alt. 1 or latest revision	90 nos.
2	CTRB with allied components including narrow jaw adopter (with mounting).	STR NO. AB/RB-41-2016	360 nos.
3	High Capacity Draft Gear	STR NO. WD-71-BD-15 with latest revision	90 nos.
4	ATL	CONTR-01-MSG-ATL-2011 of NOV. 2011 & ENVELOPE DRG. NO. CONTR-9405-S/21	360 nos.
5	Wheel set	Drg. No. RDSO-WD-15020/S-1	180 nos.
6	Centre buffer coupler	WD-70-BD-10	90 nos.
7	CRF HAT SECTION	Item No. 1(a) & 2 of RDSO Drawing No WD-15011-S-23 Alt. 2 or latest (without post rolling operations)	Item No. 1(a) – 18 Nos. Item No. 2 - 72 Nos.
8	Steel Items		

S. No.	Section Size	Material Specn.	Ordering Size	Approx weight for 18 nos. of rakes in MT	Approx. weight for 15 nos. of rakes in MT	Approx. weight for 09 nos. of rakes in MT
8.1	6mm thick plate	IS 2062 E-250 WITH Cu	6*6300*1250	2.43	2.025	1.215
8.2	6mm thick plate	IS 2062 E-250 WITH Cu	6*10000*1600	11.129	9.275	5.565
8.3	10 mm thick plate	IS 2062 E-250 WITH Cu	10*6300*1250	90.445	75.371	45.222
8.4	12 mm thick plate	IS 2062 E-250 WITH Cu	12*6300*1250	24.381	20.318	12.19
8.5	16 mm thick plate	IS 2062 E-250 WITH Cu	16*10000*1600	49.572	41.31	24.785
8.6	25 mm thick plate	IS 2062 E-250 WITH Cu	25*6300*1250	152.49	127.076	76.246
8.7	50 mm thick plate	IS 2062 E-250 WITH Cu	50*6300*1600	32.562	27.135	16.281
8.8	3 mm thick sheet	IS 2062 E-250 A	3*2500*1100	8.019	6.683	4.01
8.9	50 mm dia Round	IS 2062 E-250 A	L-550	6.561	5.468	3.28
8.10	ISMC 150*76 (17.7 Kg/M)	IS 2062 E-450 BR WITH Cu	Different Length	100.359	83.633	50.18
8.11	ISMC 100*50 (9.56 Kg/M)	IS 2062 E-450 BR WITH Cu	0.48 M	3.807	3.173	1.903
8.12	ISA 50*50*6 (4.5 Kg/M)	IS 2062 E-450 BR WITH Cu	0.27 M	2.025	1.688	1.013
8.13	5 mm thick plate	IS 2062 E-450 BR WITH Cu	5*6300*1250	5.103	4.253	2.552
8.14	6 mm thick plate	IS 2062 E-450 BR WITH	6*6300*1250	75.023	62.519	37.511

		Cu				
8.15	8 mm thick plate	IS 2062 E-450 BR WITH Cu	8*6300*1250	32.562	27.135	16.281
8.16	10 mm thick plate	IS 2062 E-450 BR WITH Cu	10*6300*1250	252.072	210.06	126.036
8.17	12 mm thick plate	IS 2062 E-450 BR WITH Cu	12*6300*1250	1885.777	1571.481	942.888
8.18	12 mm thick plate	IS 2062 E-450 BR WITH Cu	12*9000*1600	323.433	269.528	161.717
8.19	16 mm thick plate	IS 2062 E-450 BR WITH Cu	16*10000*1600	2914.477	2428.731	1457.238
8.20	20 mm thick plate	IS 2062 E-450 BR WITH Cu	20*10000*1600	598.914	499.095	299.457
8.21	3 mm thick sheet	IS 2062 E-450 BR WITH Cu	3*2500*1100	4.293	3.578	2.147

All the above said free supply items supplied to the Contractor/Wagon Builder will be strictly used for the CONCOR's BLCS Wagons. Wagon Builder will have to render the accountal regularly.

All free supply items shall be dispatched only after third party inspection such as RITES/RDSO or any other nominated inspection agency. Suitable Inspection certificate(s) shall also be provided.

Further all the free supply items as mentioned in Clause 11.7 of Section-II shall be covered under guarantee & warranty which will cover design, material and workmanship. In case of any issues, the same shall be dealt as per the merit of the

		<p><u>case and applicable guarantee/ warranty.</u></p> <p><u>The contractor shall be responsible to communicate in writing to CONCOR the receipt of Free Supply Items (i.e. Stating that the Material Received in good/acceptable condition) immediately on their receipt at their works but not later than 48 hours from the date of receipt. In case the Contractor fails to do so, then it shall be deemed that the said material has been received in good/acceptable condition by the Contractor.</u></p>
3	Clause 26.0 of Section II (new clause)	<p><u>New Clause:- Added Clause 26.0 of Section II of Tender Document may be read as under :-</u></p> <p>26.0 RELAXATIONS/ ALTERATIONS/ DEVIATIONS IN THE SCOPE OF SUPPLY:</p> <p>26.1 CONCOR may require alterations/ deviations to be carried out in the scope of supply during its progress, as may be deemed necessary. All such alterations/deviations shall be those which have been allowed by the Research, Design and Standards Organization (RDSO). No relaxations/ deviations/ alterations in the work during its progress shall be made by the contractor unless the same have been permitted by CONCOR & the Research Design and Standards Organization (RDSO). The escalation/de-escalation in cost resulting from such relaxations/ alterations/ deviations shall be mutually agreed upon by the parties prior to the commencement of the work failing which the decision of the CONCOR in this regard shall be final and binding on the contractor.</p> <p>26.2 A consolidated statement incorporating all the relaxations/ alterations/ deviations made during the execution of the order separately for each type of wagon with the financial implications as already agreed upon as well as not agreed to between the parties or where the cost of escalation/ de-escalation could not be decided earlier shall be submitted by the contractor duly certified by the RDSO to CONCOR immediately but in any case not later than three months from the date of the completion of the order for BLCS Rakes/ wagons (A-car & B-car). After due consideration of the final implications</p>

		<p>of all such relaxation/ alterations/ deviations as per the aforesaid final statement, CONCOR shall determine the amount, if any, that shall, on the account payable to/recoverable from the contractor. The decision of CONCOR in this regard shall be final and shall not be subject to any arbitration/legal proceeding.</p> <p>26.3 If the contractor defaults in submission of the aforesaid statement within the time period stipulated in clause 26.2 above, it shall be open to CONCOR, in its discretion, to assess the estimated amount of de-escalations in the cost of BLCS Rakes/ Wagons recoverable from the contractor in terms of the relaxations/ alterations/ deviations permitted to the contractor without any further reference to him. The decision of CONCOR in this regard shall be final and shall not be subject to any legal proceedings/arbitration.</p> <p>In case of any delay due to relaxation / alteration / deviation, as permitted by CONCOR & RDSO, delivery period shall be modified accordingly, without levying any LD on this account. CONCOR's decision in this regard shall be final and binding on all parties.</p>
4	<p>Clause 17.1 of Section-II & Clause 11.0 of Section-III</p>	<p><u>Replace the Clause 17.1 of Section-II & Clause 11.0 of Section-III (Security in the form of Bank Guarantee and indemnity bond for Free Supply Items) as under:-</u></p> <p>The successful bidder shall be required to submit the security in the form of Bank Guarantee (Annexure-5A) and Indemnity Bond (Annexure-11) for the free supply items to be provided by CONCOR (As per Clause 11.7) equivalent to cost of all the free supply items supplied for the manufacturing of BLCS Rake(s). Cost of free supply items shall be advised at the time of issue of NOA.</p> <p>CONCOR will supply free supply items to the successful bidders only after the receipt of BG and indemnity bond from the contractor. The Bank Guarantee & Indemnity Bond should be submitted atleast 15 days prior to the delivery of Free Supply Items.</p> <p>Indemnity Bond in the Annexure-11 & Security Deposit in the form of Bank Guarantee will be submitted against the free supply items as per Annexure-5A. Bank Guarantee for free supply items</p>

		including steel shall be valid for 720 Days.
5	Clause 3.0 of Section - IV	<p><u>Replace the Clause 3.0 of Section IV as under:-</u></p> <p><u>For First Rake:-</u> Free Supply Items (Clause 11.7 of Section-II) for the manufacturing of first Rake shall be supplied to the Wagon Manufacturer within 45 Days of issue of NOA (D+45 days). In case, any free supply items is not supplied in 45 Days, then the Delivery Period shall be modified / extended accordingly</p> <p><u>For the Next Rakes:-</u> Free Supply items (as mentioned in Clause 11.7 of Section-II) for each BL rakes, shall be supplied by CONCOR in advance to the Wagon Manufacturers. In case, any free supply items is not supplied in 60 Days advance, then the Delivery Period shall be modified /extended accordingly i.e. Clear 60 Days will be given to the supplier for the delivery of BLCS Rakes, after the delivery of all the free supply items.</p>

Clarification to the Tender No. CON/T/BLCS/WAGON-2700/2018 for the Manufacture & Supply of 60 BLCS Rakes under Corrigendum-1

(i) **Clarification sought by M/s HEI:-**

S.N.	TENDER CLAUSE	STATEMENT OF THE TENDER DOCUMENT	COMMENTS BY THE PARTIES	CONCOR's Reply
1	Clause 3.1 of Section II	<u>Earnest Money:-</u> Earnest Money for an amount of Rs.10,00,000 (Rupees Ten Lakh Only) shall be paid.	EMD will be Rs. 10.00 Lacs as per clause no. 3.1 of General Instructions to Bidders.	Amendment-1 issued
2	Clause 10.0 of Section-III & Annexure-6	<u>Performance Guarantee:-</u> The tenderer shall be require should be utilized for verification. <u>Annexure-6 :-</u> Indicative chart for working out period of validity of Performance Bank	Performance Security Deposit/Bank Guarantee: Normally Bank issue BG maximum period of 3 year at a time. Hence PBG will be submitted for initially for three years and subsequently be extended to required period before expiry.	No change in tender condition is required.

		Guarantee.		
3	Clause 6.3.7, 6.3.8 & 6.5 of Section II	<p>6.3.7:- No deviation to essential..... as per Annexure-4.</p> <p>6.3.8:- The bidder shall specifically..... Delivery Schedule (Section-IV).</p> <p>6.5:- No deviation to essential..... as per Annexure-4.</p>	Compliance for tender condition: Rather to send clause wise comments, since deviations are not permitted, a simple confirmation shall be give. Pl. Confirm.	No change in tender condition is required.
4	Clause 11.5 of Section II	<p>Evaluation of Price Bids</p> <p>The bid will.....with the quoted rates.</p>	All statutory changes in taxation or imposition of new levies (Octroi/Entry Tax etc.), post contract signing will be reimbursed by CONCOR. Presently only GST is applicable.	No change in Tender condition is required.
5	Clause 11.7 of Section II	Free Supply Items (Steel items)	We are working out the steel requirement based on the drawing. Any variation in steel quantity shall be supplied for manufacturing.	Amendment-2 issued
6	Clause 11.0 & 11.7 of Section II	11.0 :- The bidder should.....by the	Confirmation of quantity of receipt of weight on numbers (not quality) can be given within 48 Hrs. However, quality of steel & other free supply can be known during manufacture/use.	

		contractor. 11.7:- This tender is on.....by the contractor.		
7	Annexure-3 Price Form for Bidders	Terms pertaining to GST	GST: Since it is service/Works contract, as per current rule GST @ 18% will be applicable. Pl. confirm.	. No change in tender condition is required
8	Clause 2.0 of Section III	Inspection of Stores	Since RDSO representative is stationed in our plant, 4 week's notice is not required for inspection.	No change in tender condition is required.
9	---	---	Post tender modification of drawings involving cost will be reimbursed by CONCOR. Pl. confirm.	<u>Amendment No. 3 issued</u>
10	---	---	We presume after readiness of INSPECTED Rake, it will be quickly moved by you to make availability of SPACE FOR FURTHER ERECTION OF WAGONS.	No change in tender condition is required.
11.	Clause 7.0 of Section III	Payment	Payment: Payments will be released quickly after submission of bills, not later than 7 working days.	No change in tender condition is required.
12	Clause 9.0 of Section III	LIQUIDATED DAMAGES	LD: @0.5% every week subject to maximum 5% should be applicable. Your 10% clause is not acceptable as no customer including NTPC/Other Govt. undertakings levies more than 5%. Pl. confirm.	No change in tender condition is required.
13	Clause 10.0 of Section	Performance Guarantee	Value of Performance guarantee will reduce prorate basis of completion of warrantee period of each rake.	No Change in tender condition is required.

	III			
14	Clause 17.1 of Section II & Clause 11.0 of Section III	Bank Guarantee for Free Supply Items	BG for FREE SUPPLY should be valid initially for 12 months & subsequent it will be maximum 3/6 month depending on supply rate of wagons.	No change in tender condition is required.
15	Clause 15.5 of Section III	15.5:- No payment of interest.....pursuant to the resolution.	Arbitration: Your clause 15.5 is not in spirit of Arbitration Act-1996. Hence should be withdrawn.	No change in tender condition is required.
16	Sl. No. 8 of Clause.1 of Section I	Date & Time of Opening the Bid :-At 11.30 hrs of 19.03.2018	Also extend the due date till 31.03.2019	No change in tender condition is required.
17	----	-----	Ref. Clause 10: Spare Parts:- The STR has specified the submission of itemised list of recommended maintenance spares for two years requirement. The same may be ascertained from purchaser. <u>PI SPECIFY THE LIST OF SPARES</u>	Erroneously quoted by the prospective bidder. No action required.
18	-----	-----	Ref. Clause 12: Field Service Trials:- The requirements of Field Service Trials as per Clause 12.1 and 12.2 may also be kindly noted along with the stipulation that “any modifications found necessary as a result of the tests/trials shall be incorporated by the Contractor at his own cost in the vehicle in a manner approved by the Engineer”. Availability of Service Engineers who will be	

			associated with the trials and attend the repairs has to be ensured.	
19	----	----	We request you to confirm that under this clause you will not stop the manufacturing. Issue may be studied during proto-type clearance. Since we are manufacturing as per drawing if modification are involve, CONCOR will bear the cost.	
20.	Clause 11.7 of Section II	FREE SUPPLY ITEMS (Steel Items)	<p><u>Free supply steel</u></p> <p>The following may also be noted:</p> <p>(A) Steel to IS2062 E250A with CU /or without Cu is 19.146 MT is required. Pl confirm same will be made available by you.</p> <p>(B) Quantity specified for few section of IS2062 E450 BRCU grade is not sufficient meet the requirement of drawings. Details as below.</p> <p>6 thick Plate - Requirement not included in the list of free supply steel (Approx. requirement 3.1 t per rake).</p> <p>8 thick Plate – Observed the quantity offered by CONCOR has a shortfall of approx. 3 t per rake when compared to actual requirement as per drawing. The calculation is made as per the material size given by CONCOR in the list of free supply steel.</p> <p>10 thk. Plate - Observed the quantity offered by CONCOR is sufficient enough.</p> <p>12 thk. Plate - Observed the quantity offered by</p>	Amendment-2 issued

CONCOR has a shortfall.

Following is the data regarding shortfall:

S. N.	Ordering size	Approximate weight as per list of free supply items. (In Ton)	Approximate weight required as per drawing (In Ton)	Estimated Shortfall (in Ton)
8.3	12 thk.x 1250 x 6300 lg.	88.433	125.065	36.632
8.4	12 thk.x 1250 x 9000 lg.	1.795	17.888	16.093
			Total	52.725

Note: calculation of required quantity is based on the given size from CONCOR however the sizes selected at the time of GATX were more economical, it is also kindly be noted that it is an approximate weight calculation and quantity may be cut short to some extent after detailed calculation and allocation which is under process and will take some days.

14 thk. Plate - Observed the quantity offered by CONCOR is sufficient enough.

16 thk. Plate - Observed the quantity offered by CONCOR is sufficient enough but the size 1600x10000 (as per the free supply steel list) is inappropriate as there are member longer than that

			<p>and we would be needed permission for splicing if we use this size of material.</p> <p>20 thk. Plate - Observed the quantity offered by CONCOR is sufficient enough.</p> <p>Also we need material in size and length to suit drawing requirement. For example: 16 mm in 10 meter is not sufficient, we need higher length say 1.5 M/12.5 Meter etc.</p> <p>Please confirm that you will supply steel as per our requirement. Also full quantity as per drawings including Highten steel (E450BR CU)as well as standard Mild Steel (E250A).</p>	
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(ii) **Clarification sought by M/s Modern Industries:-**

S.N.	TENDER CLAUSE	STATEMENT OF THE TENDER DOCUMENT	COMMENTS BY THE PARTIES	CONCOR's Reply
21	Clause 3.0 of Section-II	<u>Earnest Money:-</u> 3.1:- Earnest Money for an amount of Rs.10,00,000 (Rupees Ten Lakh Only) shall be paid.	<u>Earnest Money/Bid Security-Clause 3.0</u> In Bid reference it is Rs. 20.00Lakh But in Clause Earnest money 3.1, it is mentioned Rs. 10.00 Lakh, which is to be taken into consideration.	Amendment-1 issued.
22	Clause 11.7	Free Supply items	It is mentioned Item No. : 1(a) – 18 Nos. Item No.	CONCOR has floated a separate tender to supply final CRF item i.e. Item No. 1a & 2 as per RDSO Drg. No.WD-15011-

	of Section II		<p>– 2 – 72 Nos.</p> <p>Please clarify whether it will be cut to length pieces to form CRF section or you will provide in full length Plates.</p>	<p>S-23 as per Clause 11.7 of Section-II.</p> <p>No change in tender condition is required.</p>
23	Clause 17.0 of Section II	Performance Security	<p>Performance Guarantee equivalent to 5% of Contract Value for a period of D+ 1665 days i.e. 4 years 7 months as per Annexure 6.</p> <p>Our submission is that Performance Bank Guarantee should be reduced to 1% of the value of contract and further Performance Bank Guarantee may be taken on rake wise basis, 1 week before the rake is delivered. Rather than blocking the BG for such a long period.</p>	No change in tender condition is required.
24	Clause 24.0 of Section II	Terms pertaining to GST	<p>No GST rate has be mentioned in Clause 24.1</p> <p>.As per our understanding, the GST rate is @18% on works contract. This contract will be under works contract only as free supply is involved.</p>	Already replied at S.N.7 above.
25	Clause 24.5 of Section II	24.5:- Is as result of.....cost to the tenderer.	<p>To pass incremental benefits to CONCOR</p> <p>It should be applicable in both ways. If cost is increased then it should be reimbursed to the Tenderers.</p>	No change in tender condition is required.
26	Clause 1.2 of Section III	Drawings 1.2:- Unless Drawings.....RDSO on payment.	<p>To purchase drawings from RDSO.</p> <p>As we have paid the Tender Cost so all the latest drawings should be provided with the tender documents.</p>	No change in tender condition is required.

27	Annexure-3	PRICE FORM FOR BIDDERS	We presume that CONCOR will purchase the design and pay the Design Loan Charges and other charges directly to RDSO. Hence the manufacturers will not be infringing any design patents.	No change in tender condition is required.
28	Clause 17.1 of Section II & Clause 11.0 of Section III	Security in the form of Bank Guarantee and Indemnity bond for Free Supply Items.	BG for cost of Free supply items required for 1 rake. Our submission is that Free supply steel should be given for 3 rakes and other materials for at least 2 Rakes for the smooth and continuous production	Amendment No-4 issued
29	Interest free mobilization Advance	Further Interest free mobilization advance of 30% should be given along with the contract and shall be deducted on pro-rata supplies of Rakes.	No change in tender condition is required.
30	Clause No. 9 of Section III	LIQUIDATED DAMAGES	0.5% per week and maximum 10%. LD is very high It should be maximum 5%.	No change in tender condition is required.
31	Sl. No. 2 of Clause 1.0 of Section I & Clause 3.0 of Section II	Sl. No. 2 of Clause 1 of Section I:- Bid Security (Earnest Money) Deposit ₹ 20,00,000.00 Clause 3.1 of Section II:- Earnest money.....shall be paid.	Earnest Money Deposit: I. In section-I Sl.02 EMD mentioned Rs.20,00,000/- II. In section-II clause-3.0 its mentioned Rs.10,00,000/-These two statements are contradictory, please clarify.	Amendment-1 issued.
32	Clause 11.7 of Section	FREE SUPPLY ITEMS	Free Supply Items: I. Sl.no.02 CTRB with allied components including narrow jaw adopter (with mounting)	(i)Mounting of CTRB is in the scope of CTRB supplier at the works of wagon manufacturer.

	II		<p>II. Steel for under frame.</p> <p>III. Misc</p> <p>I. Wheel sets are supplied with CTRB mounted alongwith adopter Or CTRB is to be mounted at bidder location. Please clarify.</p> <p>II. Steel Item quantity given in tender documentis not matching with requirement. Request you to kindly revalidate it as some plates are missing.</p> <p>III. Uncoupling arrangement, Brake Rigging, Air Brake Equipment, Air Brake Pipe, Supporting Brackets for pipes, other major consumables are not mentioned in the list; are these in Bidders' scope. Please clarify.</p>	<p>(ii)Amendment-2 issued.</p> <p>(iii)All other material except Free Supply Items as per Amended Clause 11.7 of Section II (Free Supply Items) will be in wagon manufacturer's scope.</p> <p>No change in tender condition is required.</p>
33	Clause 17.0 of Section II	Performance Security	As per tender terms bidder has to submit performance guarantee of 5% of the contract value valid for 1665 days from NOA. It is requested that bidder should be required to submit the performance guarantee at the time of dispatch of each rake on prorated basis with validity till warranty period.	No change in tender condition is required.
34.	Clause 17.1 of Section II	Security in the form of Bank guarantee and indemnity bond for Free Supply items	As per tender terms successful bidder shall require to submit the security in the form of BG equivalent to the cost of Free supply items of 1 BLCS rake having validity of 720 days. Free supply items should be provided for at least 3 or 4 rakes at a time for maintaining continuity of production.	Amendment-4 issued
35.	Clause 25.0 of Section II	25.0:- Price Variation is not applicable..... shall not	Being a long-term project we suggest PVC shall be incorporated. As previous EOI No. CON/T/HSCFW/EOI/2018 has PVC formula option.	No change in tender condition is required.

		be payable.		
36.	Clause 7.1.1 of Section III	Payment Procedure for Suppliers	<p>Payment Term as per Tender :</p> <ul style="list-style-type: none"> • 90% payment against IC/DM • 10% payment after commissioning of the rake We request payment terms as follows: • 30% advance payment at the time of NOA against ABG • 90% less advance at the time of dispatch • 10% payment after commissioning of the rake 	No change in tender condition is required.
37.	Clause 8.0 of Section III	Guarantee and warranty	Bidder shall provide Guarantee and warranty only on job work done by them and on material supplied by the bidder. Bidder shall not be liable for Guarantee and warranty on Free supply items provided by CONCOR.	Amendment 2 issued
38.	Clause 1.0 of Section IV	DELIVERY PERIOD	<p>Delivery Period :</p> <ul style="list-style-type: none"> • 1st rake-D+180 days('D'-date of issue of Notification of award) • Minimum 1 BLCS rake per quarter • Completion of supply 'D'+720 days <p>The requirement of Delivery of First rake within 180 days needs to be reviewed – BLCS drawings may need review and revision by RDSO during the course of manufacture of Prototype wagon; after the Prototype wagons are ready, brake force test, load test and squeeze load test will have to be done by RDSO; proto clearance by RDSO shall be required before taking up series production of the first rake. The delivery period specified is very stringent and not achievable.</p> <p>Wagon manufacturing is an ongoing process and for</p>	Amendment-5 issued.

			<p>continual production we cannot afford any stoppage in the pipeline of supply items. We assume that CONCOR will provide the free supply items at all times without delay to maintain continuity of production.</p> <p>We suggest ‘D’ date should be the date of receipt of free supply items by the successful bidder.</p>	
39.	Clause 3.0 of Section –IV	Delivery of Free supply items	<p>Delivery of Free supply items:</p> <ul style="list-style-type: none"> • For Prototype 90 days from the date of issuance of NOA. • For next rakes 60 days in advance <ul style="list-style-type: none"> • After receipt of final material for 1st rake only 90 days will be available for proto manufacturing, load test, squeeze load test, proto clearance by RDSO as well as rake manufacturing and delivery, which is very stringent and not achievable. <p>We suggest Free supply item for Prototype wagons must be provided within 30days of Notification of Award.</p> <p>For next rakes, in case the order quantity is 9 BLCS rakes, free supply materials for at least 3 to 4 rakes must be supplied within 120 days of NOA, followed by similar quantity to be supplied every quarter; in case the order quantity is 18 BLCS, the quantity can be larger</p>	Amendment-5 issued

(iv). Clarifications sought by M/s. AMTEK RAILCAR INDUSTRY PVT. LTD.

40.	Clause 24.0 of Section II	Terms pertaining to GST	The tender being on job work basis, the GST rates will be @5% or 18%. HSN code for the same may be advised	Refer Sl. No. 7
41.	Clause 3.0 of Section-II	<u>Earnest Money</u> :- 3.1:-Earnest Money for an amount of Rs.10,00,000 (Rupees Ten Lakh Only) shall be paid.	The first page of tender indicates EMD of Rs. 20 Lacs whereas EMD of Rs. 10 Lacs has been mentioned on page 5. May please clarify.	Amendment-1 issued.
42.	Annexure-3	PRICE FORM FOR BIDDERS	Annexure 3 indicates exclusion of DLC & Inspection charges in the bids whereas the drawing approval charges and Speed certificate charges have not been mentioned. This may also be considered for exclusion from prices and should be on purchaser account.	Refer Sl. No. 26 & 27

(v). Clarifications sought by M/s. Titagarh Wagons Ltd

43.	Clause 3.0 of Section-II	<u>Earnest Money</u> :- 3.1:-Earnest Money for an amount of Rs.10,00,000 (Rupees Ten Lakh Only) shall be paid.	EMD mentioned as 20 Lacs .As per Clause 3.0 of General Instruction to the Bidde (Pg 5)r, it is mentioned 10 Lacs. Clarification for correct value required	Amendment-1 issued.
44.	Section-IV	DELIVERY SCHEDULE	Contract Applicability Contract to be applicable ONLY after receipt of clear Purchase Order as RDSO/RITES process cannot be done on basis of LOA or NOA. Clear Railway Board permission to procure rakes should also be released with Purchase Order	NOA is a clear purchase order. No change in the tender condition is required.

45.	Clause 3.0 of Section-IV	Delivery of free supply items	Delivery schedule for 1st rake is considered from date of NOA . Delivery of Free Supply Items of Rake 1 to be 120 days from delivery date instead of 90 days as Proto Approval will have to be completed before series production	Amendment-5 issued.
46.	Clause 11.7 of Section II	Free Supply Items	Free Supply to be similar to how Railway Board conducted in earlier tenders: Steel, Wheel and Bearings	No change in tender condition is required.
47.	Clause 9.0 of Section III	LIQUIDATED DAMAGES	We suggest: 0.25% / week to maximum of 5%	Refer Sl. No. 12
48.	Clause 17.0 of Section II	PERFORMANCE SECURITY	We suggest 2.5% instead of 5% due to high quantum of rakes being supplied huge amount will be blocked and with current industry scenario it will be difficult to issue high value PBGs	Refer Sl. No. 2 & 13
49.	Clause 17.0 of Section II	PBG Validity	To be issued after supply of Rake instead of after receipt of NOA. To be supplied Rake basis instead of entire Contract Value	Refer Sl. No. 2 & 13
50.	Clause 25.0 of Section II	Price variation is not..... not be payable.	We suggest to have PVC similar to how RB had applicable. Since the duration of the contract is 720 Days PVC should be considered. Cost of material (other than free supply items) & Labour will have inflationary effect and hence need to be covered with suitable PVC Clause	Refer Sl. No. 35
51.	RDSO/RITES File Opening Request for clarity on how will RDSO Charges be calculated. CONCOR has to give value of Total Order for opening of RDSO/RITES File Opening as File	No change in tender condition is required.

			Opening is done on the basis of total Wagon Price.	
52.	Clause 7.0 of Section-III	PAYMENT	Advance Payment of 30% to be released for covering RDSO File Opening Charges and mobilization of other critical components.	Refer Sl. No. 29
53.	Clause 11.7 & 17.1 of Section II & Clause 11.0 of Section III	11.7:- FREE SUPPLY ITEMS 17.1 of Section II:- Security in the form of Bank Guarantee and indemnity bond for Free Supply Items 11.0 of Section III:- Security in the form of Bank Guarantee and indemnity bond for Free Supply Items	Clause 11.7 (Page 16 of 58) read with Clause 11.0 of Terms & Conditions (Page 30 of 58): Free Supply Items are to be supplied after submission of BG & Indemnity Bond equivalent to cost of all free supply items for 1 BLCS Rake (to be advised at the time of issue of NOA). Clause 7.0 – Distribution of quantities (Page 11 of 58): L1 & L2 bidders are entitle for 18 and 15 Rakes respectively, which implies that L1 & L2 bidders may be required to execute @ around 1 Rake a month (after Proto approval in 6 months from NOA). This means that to maintain continuity in production, Free supply items of more than 1 Rake will have to be available at the L1 & L2 Bidders' premises. Will CONCOR allow these free supply against BG & Indemnity Bond as per Clause 3.0 of Section –IV or increase the Value of BG?	Amendment-4 issued.
54.	Clause 11.7 of Section II	FREE SUPPLY ITEMS	Clause 11.7- Free Supply Items- Page 17 of 58: The Steel Items show the ordering length against sl. No. 8.4-8.7 as 9000 & 10000mm, that will call for splicing. Has RDSO Permission for the splicing taken by CONCOR? Due to splicing, additional steel may also be required, and accordingly the requirement has to be arranged. Also for these steel items, the approx. weight is shown. Please confirm if the Rolling tolerance and Cutting allowances have been considered, while	Amendment-2 issued.

			arriving at these steel requirements & weight. In addition to the steel given in Free-Supply there is steel required for other thickness (6 & 8mm) and other grades, will CONCOR be supplying the same and amending the list of Steel.	
55.	Clause 11.7.2 & 11.7.3 of Section II	<p>FREE SUPPLY ITEMS</p> <p>11.7.2:- The contractor shall.....</p> <p>.....under this tender.</p> <p>11.7.3 :- In case of loss or.....</p> <p>.....under the contract.</p>	<p>Clause 11.7.2. & 11.7.3 (Page 18 of 58)- Recovery for loss or damage to free supply items:</p> <p>What happens, in case:-</p> <p>a) Receipt material in damaged condition due to transportation/ loading?</p> <p>b) Damage comes to light only while taking up for assembly?</p> <p>c) Material is in packed condition and needs to be opened only at the time of fitment (eg. Bearing)?</p> <p>d) Free supply item is rejected, and the replacement supply is delayed and our production line is idle, for want of material?</p>	Refer Amendment 2
56.	Clause 2.0 of Section-III	<p>INSPECTION OF STORES</p> <p>2.1:-The CONCOR representative.....</p> <p>.....tenderer's account..</p>	<p>Clause 2.1 – Inspection of Stores (Page 24 of 58):</p> <p>Wagon Inspection has to be an ongoing Inspection, to maintain production and turn out of the Rakes.</p>	No change in tender condition is required.
57.	Clause 8.0 of Section-III	<p>GUARANTEE AND WARRANTY</p>	<p>Clause 8.0 Guarantee & Warranty (Page 28 of 58):</p> <p>As per this clause, the guarantee shall cover Design, Material and Workmanship.</p> <p>As the design is of RDSO and several Free supply items</p>	Refer Amendment 2

			are provided by CONCOR, our Guarantee/Warranty shall be limited only to workmanship. The expenses in case of defectives shall be limited to workmanship portion only.	
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(v). Clarifications sought by M/s. Texmaco Rail & Engg. Ltd.

58.	Clause 17.1 of Section II & Clause 11.0 of Section III	Security in the form of Bank Guarantee and Indemnity bond for Free Supply Items.	<p>1. CI.11.7 (Pa2e 16 of 58) read with Clause 11.0 of Terms & Conditions (Pa2e 30 of 58): Free Supply Items are to be supplied after submission_of BG & Indemnity Bond equivalent to cost of all free supply items for 1 BLCS Rake (to be advised at the time of issue of NOA).</p> <p>As per Clause 3.0- Delivery of Free Supply Items (Page 36 of 58) of Section - IV, the free supply items for the First Rake shall be supplied within 90 days of issue of NOA and for the next Rakes, 60 days in advance.</p> <p>As per clause 7.0 - Distribution of quantities (Page 11 of 58), L1 & L2 bidders are entitle for 18 and 15 Rakes respectively, which implies that L1 & L2 bidders may be required to execute @ around 1 Rake a month (after Proto approval in 6 months from NOA). This means that to maintain continuity in production, Free supply items of more than 1 Rake will have to be available at at the L1 & L2 Bidders' premises.</p> <p>Will Concor allow these free supply items of more than 1 Rake against BG &</p>	Refer Sl. .No. 28
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			Indemnity Bond as per Clause 3.0 of Section-IV or increase the Value of BG?	
59	Clause 11.7 of Section II	Free Supply Items (Steel items)	Will the Free supply Items like CTRB, Bogie, CRF , Wheel Sets, CBC, ATL etc , be supplied with DMs/ICs or do we need to organise for RDSO/ Rites Inspection?	Refer Sl. No. 6
60	Clause 11.7 of Section II	Free Supply Items (Steel items)	Are the Air Brake, Air Brake Pipes, Slack Adjusters, Liner Bush, Back Stop, Paint, Electrodes and other consumables are in the scope of CONCOR or in our scope?	No change in tender condition is required.
61	Clause 11.7 of Section II	Free Supply Items (Steel items)	If we have to arrange for these, will CONCOR re-imburse the inspection charges at actual against doc. evidence / proof of payment ?	
62	Clause 11.7 of Section II	Free Supply Items (Steel items)	The Steel Items (11.7- Free Supply Items- Page 17 of 58) shows the ordering length against sl. No. 8.4- 8.7 as 9000 & 10000mm, that will call for splicing. Has RDSO Permission for the splicing taken by CONCOR?	
63			Due to splicing, additional steel may also be required, and is the steel requirement being arranged accordingly?	Refer Amendment- 2.
64			Also for these steel items, the approx. weight is shown. CONCOR to confirm, if the Rolling tolerance and Cutting allowances have been considered, while arriving at these steel requirements & weight.	
65	Clause 11.7.2	FREE SUPPLY ITEMS	Clause 11.7.2. & 11.7.3 (Page 18 of 58) - Recovery for loss or	Refer Amendment 2

	&11.7.3 of Section II	11.7.2:- The contractor shall.....under this tender. 11.7.3 :- In case of loss or.....under the contract.	damage to free supply items CONCOR has to exempt the manufacture : a) for damages/loss due to loading/transportation of free supply items. b) for the damages coming to light only while taking up for assembly. c) the loss or damage coming to light only at the time of fitments (eg. Bearing) In case the material in packed condition	
66			In case the free supply item is rejected, for reasons not attributable to the wagon manufacturer and the replacement supply is delayed and the wagon production line is idle for want of material, will CONCOR take care of the lost man hours, for no fault of ours.	
67	Clause 25.0 of Section II	25.0:- Price Variation is not applicable.....shall not be payable.	Clause 25.0 (Page 23 of 58) Price Variation not applicable: As the Delivery is spread over 2 years, the cost of material (other than free supply items) & Labour will have inflationary effect and these need to be covered with suitable PVC Clause.	Refer Sl. No. 50
68	Clause 2.0 of Section III	Inspection of Stores	Clause 2.1 - Inspection of Stores (Page 24 of 58): It is not feasible to give 4 weeks advance notice for Inspection. Also, the Wagon Inspection has to be an ongoing Inspection, to maintain	Refer Sl. No. 8

			production and tum out of the Rakes.	
69	Clause 7.1.1 of Section III	Payment Procedure for Suppliers	Clause 7.1 Payment Procedure (Page 27 & 28 of 58) : As per this clause, 90% payment against DM and 10% against Commissioning of complete Rake is mentioned. However, as several non Free supply Items are required to be procured, Fixtures and other facilities are to be mobilised, advance (atleast 15 - 20%) is required	Refer Sl. No. 29
70	Clause 8.0 of Section-III	GUARANTEE AND WARRANTY	Clause 8.0 Gurantee & Warranty (Page 28 of 58). As per this clause, the guarantee is required to cover "Design, Material and Workmanship". As the design is of RDSO and several Free supply items are provided by Concor, our Gurantee / Warranty shall be limited only to workmanship . The expenses in case of defectives shall be limited to workmanship portion only.	Refer Sl. No. 6
71	Clause 9.0 of Section III	LIQUIDATED DAMAGES	Clause 9.0 - Liquidated damages - The LD should be limited to 5% max. instead of 10%.	Refer Sl. No. 12
72	RDSO generally undertakes design improvements during the production process which some time could add substantial cost in manufacturing. These ccosts are normally covered under RAD in the case of IR Contracts. Whether, such RAD will be made available for any	Refer Sl. No. 9

			additional work to be carried out in this tender ?	
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