



Dated: 05.04.2019

CORRIGENDUM-1

Ref: Tender no. CON/CR-WR-NWR/O&M/RST/2019 dated 20.03.2019.

Name of work: - Providing professional services for operation and maintenance of 27 Nos of Loaded (45Tx5 High) Reach Stacker machines of KONE, SANY and TIL-Hyster make at various Terminals of CONCOR (NGP, MDDP in Central Region; DRT, PTM, TIHI in Western Region and KHDB, AKV in North Western Region.

Sr. No.	Clause	Query	Amendment
1	Clause 7.1 of section II ; In case machine is decommissioned due to non-requirement of operations , less work load of operations or any other reason and it is required by CONCOR that machine be kept in healthy condition ,then CONCOR may ask contractor to carry out operational & maintenance checks twice in a week to keep the machine in good fettle condition for which payment @10% of monthly agreed rates shall be paid on pro rata basis for the decommissioned period & Contractor shall ensure that machines are ready to use any time .CONCOR shall intimate contractor with 7 days advance notice in writing for decommissioning or re-commissioning of machines	This amount to keeping the machine in good fettle condition for which 50% of monthly agreed rate should be paid.	Tender clause shall prevail.
2	Clause 7.2 of section II: In case machine is decommissioned due to major breakdown on account of CONCOR and it is required that repair & maintenance works be carried out to make the machine operational then payment @40% of monthly agreed rate for the period of repair days shall be paid on a Pro-Rata basis for which CONCOR's representative will issue a job order. Material required for repairs will be provided by CONCOR.	At least 60% of Payment be made. As getting Operators in 07 days or terminating Operators / Tech Team at short notices every time Costs the Contractor	Tender clause shall prevail.
3	Clause 11.4 of section II: CONCOR may increase the quantity of machine up to 30% in this contract on the same rates, terms & conditions depending upon the requirement of machines for operation & maintenance or any other	Please clear whether same rate means tender rate or escalated rate at that time	Clause 11.4 of section II: CONCOR may increase the quantity of machine up to 30% in this contract on then applicable rates , terms & conditions depending upon the requirement of machines for operation & maintenance or any other reason etc. for which

	reason etc. for which contractor shall be given 7 days advance intimation. This clause shall be applicable for the entire period of contract and decision of CONCOR for increase of machine at any point shall be final		contractor shall be given 7 days advance intimation. This clause shall be applicable for the entire period of contract and decision of CONCOR for increase of machine at any point shall be final
4	<p>Clause 11.5 of section II: In case CONCOR wants to shift any machine or all machines under the contract to other Terminal within the cluster/ group/ Region, then CONCOR shall have the right to shift any machine or all machines under the same contract along with the machine/machines & decision of CONCOR shall be final and binding on the contractor. In this case the same contract can be transferred along with the machine/machines. CONCOR shall give advance intimation of 7 days to contractor. The cost of shifting will be borne by CONCOR.</p>	O & M charges for the period between decommissioning at one side and commissioning at other location should be paid to the contractor	Bidder may please refer the Clause no.3.7 of section -III
5	<p>Clause 12.6 of section II: Machines will be handed over & taken over in working condition at the beginning & end of the contract. While the equipment will be given for operation and maintenance in working condition, a joint report on the condition of the equipment shall be prepared while taking over the equipment. If any machine is not working at start of contract, the same will be made the contractor for which payment @ 40% of the monthly O&M charges will be paid on pro-rata basis for the period of repair days. The material required for repair will be provided by CONCOR. At the end of the contract, the contractor has to hand over each machine to CONCOR in working condition. In case the contractor fails to make the machine operational at the end of the contract, the same will be repaired and cost incurred will be recovered from the contractor under his risk and cost.</p>	At the end of the contract if the machine is not in working condition due to reason attributable to contractor then the same will be repair and cost incurred will be recover from the contractor under his risk & cost. if the reason of break down is attributable the CONCOR then recovery from the contractor will not arise	No Change in tender clause
6	<p>Clause 14.0 of Section II: Successful bidder (Contractor) shall be provided with the uncovered space for the exclusive use of the reach stacker maintenance activities. The area would be provided with cess free water and electricity for maintenance as considered adequate by CONCOR. Working area will be large enough in size to accommodate the tools, equipments, and spares for servicing reach stackers. CONCOR would provide 20' / 40' containers for stacking of spares and consumables</p>	Covered space should be provided for maintenance activities. Which is very necessary in summer and rainy season. In uncovered space maintenance activity is hampered in rainy season	No Change in tender clause.

	such as lubricant, greases, brake fluids etc. in the earmarked area. The contractor will arrange all other facilities including tools and tackles etc. required for operation & maintenance. The contractor shall be responsible for maintaining proper cleanliness of areas provided for maintenance purpose		
7	<p>Clause 18.0 of Section II:</p> <p>RISK OF LOSS OR DAMAGE TO CONCOR'S PROPERTY The equipments are is the property of the CONCOR and CONCOR has already covered all its equipment under companies Insurance policy. However, any loss or damage to the equipment while in the custody of the Service Provider due to Service Provider 's negligence and claim of which is not accepted by the Insurance Company, shall be on the part of Service Provider. Further any loss or damage to other property to CONCOR due to negligence / acts of omission by the service provider will be made good by the service provider.</p> <p>In case of any accident, a departmental enquiry will be done and the decision of the committee will be binding on the contractor</p>	Any loss or damage to other property of CONCOR should not be linked to the service provider. Container damage information (date, time and machine number) should be informed to us immediately after the damage . At present we are getting the information in the form of debit note after gape of several months, and one case after 01 year. In such a situation we are not in position to take action against concern operator	No Change in tender clause
8	<p>Clause 1.0 of section III:</p> <p>WORKSHOP OFFICE AND TOOLS - The tender is for providing professional services for operation and maintenance of 27 Nos. of Loaded 45Tx5 Reach Stacker machines at various Terminals of CONCOR as mentioned below in Central Region, Western Region and North Western Region.</p> <p>CR- NGP(TIL Hyster-05nos), MDDP (Kone-03nos)</p> <p>WR- DRT (TIL Hyster-05 nos), PTM (Kone-02-nos), TIHI (Kone-02-nos)</p> <p>NWR- KHDB (Sany- 07 nos), AKV (Kone 01 nos) TIL Hyster-02)</p>	Should be provided covered space and when cleaning contract is given for whole ICD, space provided is us is also part of CONCOR premises and should be cleaned by cleaning contractor.	No Change in tender clause.

	<p>Contractor shall be provided with the uncovered space for the exclusive use of the reach stacker maintenance activities. The area would be provided with cess free water and electricity for maintenance as considered adequate by CONCOR. Working area will be adequate in size to accommodate the tools, equipments, and spares for servicing reach stackers. CONCOR would provide 20' / 40' containers for the purpose of services to be provided under this contract in the earmarked area. The contractor shall be responsible for maintaining proper cleanliness of areas provided for maintenance purpose. They shall specifically ensure that area is safe and does not become a hazard due to either the fire risk or due to slippery surface etc.</p>		
9	<p>Clause 2.3 of Section III: Scope of maintenance work – All type of maintenance including preventive, corrective etc., according to service instructions and schedules of equipment as stipulated by the Original Equipment Manufacturer (OEM) or acceptable to CONCOR except maintenance activities stipulated in exclusion at Clause 4.0 Note – It is expected that technical support of OEM may not be available. CONCOR shall not arrange for technical support by the OEM for the purpose of fault diagnosis and trouble shooting, which is the responsibility of the Contractor. The time taken for fault diagnosis and trouble shooting shall be on Contractor's account</p>	OEM will not be able to refuse the technical support to the CONCOR	No Change in tender clause.
10	<p>Clause 2.3.1 of Section III Scope of maintenance work under Warranty period – In addition to the above the contractor will also be responsible for technical support to CONCOR for co-ordination with the OEM/supplier for maintenance related issues and warranty related issues. However, the final claim of warranty related issues will be made by CONCOR</p>	The OEM are treating us as competitor or rivals. Contractor will not be able to take responsibility for getting the technical support from the OEM. Hence this clause should be deleted	No Change in tender clause.
11	<p>Clause 2.4.5 of Section III Washing and cleaning of the equipment during the daily maintenance / preventive maintenance schedule time and also painting of rusted parts/scratches on the body</p>	Paint & other consumable will be provide by the CONCOR?	No Change in tender clause.
12	<p>Clause 3.1 of Section III: Daily Maintenance Period: Each Reach Stacker will be provided with a daily maintenance period of a total of 2 hour in one stretch on each day in a block. The actual distribution of these two hours will be finally decided by the contract executing officer, whose decision in this</p>	3 hours should be given for Kone 2010 vintage machine. CONCOR is giving 03 hours per day for daily maintenance of rental machine also	No Change in tender clause.

	regard shall be final. In case, the equipment is required to be used without these breaks in an operational demand, the contractor shall not refuse the same		
13	<p>Clause 3.2 of Section III: Preventive Maintenance: In addition to the above mentioned daily maintenance periods, a period of 10 hours will be given in addition to daily maintenance period of 2 hours in a block at the interval of every 20 days for the purpose of preventive maintenance. On the day of preventive maintenance, the total hours given will be 12 hours including the daily maintenance hours</p>	As kone are old machine vintage 2010 preventive maintenance period should be revised as weekly (07 days) instead of 20 days. CONCOR is giving preventive maintenance every after 07 days for rental machine	No Change in tender clause.
14	<p>Clause 3.4 of Section III: Exigency Breakdown – In addition to the above, CONCOR shall also permit exigency break down period for each Reach Stacker, subject to a maximum of 16 hrs per machine per month</p>	For Kone 2010 vintage machine it should be 32 hours	No Change in tender clause.
15	<p>Clause 3.6.8 of section III: Matrix for carrying-out overhaul/major repairing activity:- Description: All machining work required for repair/reconditioning of sub-assemblies Labour Cost [CONCOR: Cost of machining & calibration; Contractor: All other labour costs for fitment and repair inside premises.]</p>	We need a clarity as what is the responsibility of the Contractor the sentence "fitment and repair inside premise is confusion.	No Change in tender clause.
16	<p>Clause 3.6.8 of Section III: Matrix for carrying-out overhaul/major repairing activity:- Health Check-up: Health check-up of engine and transmission from OEM or its authorised dealer. For other subassemblies like axle, spreader, hydraulic system, boom, chassis and controls by contractor.</p>	Cost of health check should be bear by CONCOR	No Change in tender clause.
17	<p>Clause 4.1 of Section III: Supply of all the material and consumables other than warranty items shall be the responsibility of CONCOR except minor consumables like PVC insulation tape, old cloth, cleaning material i.e. saw dust, CTC, grinding / cutting wheels, stationery for daily check/ preventive check sheets, which shall be on contractor account for which no extra payment shall be made during the complete contract period. The fitment and maintenance of spares, consumables & repairs will be the responsibility of the Service provider in addition minor consumables as mentioned above</p>	Minor consumable mentioned by you will be treated as reach stackers spare parts and may attract 28 % GST. Hence it is better not to mention in the contract in writing	No Change in tender clause.

18	<p>Clause 8.0 of Section III: Technical Personnel-The maintenance schedule shall be performed under the supervision of competent personnel of contractor at each nominated Terminal of CONCOR. The contractor should ensure availability of experienced and skilled technicians at each Terminal to keep the RSTs in good fettle conditions round the clock. The technicians should be well versed with the hydraulic, pneumatic and electronic systems to undertake preventive maintenance, breakdown/ troubleshooting maintenance of the equipments. Contractor must also ensure entry of data pertaining to operation and maintenance activities such as material request, receipt and issue of material, creation of work order, entry of work order, entry of break down and preventive checks etc. in the Maximo system.</p>	<p>Contractor cannot ensure entry of data pertaining to O&M activities such as material request, receipt & issue of material creation of work order, entry of work order and MAXIMO system</p>	<p>No Change in tender clause.</p>												
19	<p>Clause 11.1 of Section III: If machine is seized by the local police, Liasioning / Release of machine from police to be arranged by contractor, CONCOR will provide required documents if needed for completing the formalities</p>	<p>This clause should be deleted as we are the third party and police will entertain us in any manner. This has been proved one or two cases previously</p>	<p>No Change in tender clause.</p>												
20	<p>Clause 11.3 of Section III The maintenance of the equipment has been defined under clause 3.0 Type of Maintenance. In brief, the following periods of maintenance are permitted</p> <table border="1" data-bbox="282 874 891 1058"> <tr> <td>(i)</td> <td>Daily Maintenance period</td> <td>02 hrs</td> </tr> <tr> <td>(ii)</td> <td>Preventive maintenance at the interval</td> <td>10hrs</td> </tr> <tr> <td>(iii)</td> <td>Breakdown maintenance and exigencies per month</td> <td>16 hours</td> </tr> <tr> <td>(iv)</td> <td>Periodic maintenance after two years in a block</td> <td>120hour</td> </tr> </table> <p>Notes: 1. The average monthly & Periodic availability without provision for Periodic maintenance – 87.5 % 2. The availability during the year in which a major overhaul would be carried out, would be proportionately reduced by taking into account 12 x 24 hours = 288 hours, i.e. the availability would be 84%. This has been stipulated as machines are required to be utilized round the clock for 365 days.</p> <p>Note: CONCOR can hold monthly meetings with the O & M Contractor to review the actual availability being achieved in the</p>	(i)	Daily Maintenance period	02 hrs	(ii)	Preventive maintenance at the interval	10hrs	(iii)	Breakdown maintenance and exigencies per month	16 hours	(iv)	Periodic maintenance after two years in a block	120hour	<p>Daily maintenance should be 03 hours for 2010 vintage machine and preventive should be after 07 days instead of 20 days</p>	<p>No Change in tender clause.</p>
(i)	Daily Maintenance period	02 hrs													
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	months and to review proposals and programs by which the maintenance contractor intends to achieve or maintained the desired availability.		
21	<p>Clause 15.1.1 of Section III: Contractor must ensure operation of RSTs round the clock and 365 days a year duly ensuring compliance of statutory laws regarding duty hours, rest/ leave etc. The RST machine must always be accompanied with a helper during its operation to ensure safe and sound working</p>	If possible on Diwali B shift and on Holi A shift O&M activity should not be there.	No Change in tender clause.
22	<p>Clause 21.0 of Section III: The contract prices shall remain firm throughout the contract period except on account of variation in Minimum wages of the Labour indices for the semi-skilled category employment in “Shop and Establishments” announced by State Government. In respect of states where the semi-skilled category indices are not defined on the date fifteen (15) days prior to the tender submission, variation of rates would be worked out for the lowest category as in indices. The period of escalation will be from the date of new billing cycle notification by the concerned state Government authorities CONCOR shall increase or decrease the rates effective from the month, following the changes by respective state Government authorities @ 0.60% for every 1% increase or decrease in base rate. The base rate shall be the applicable wage rate on the date fifteen (15) days prior to the last date of tender submission. Escalation of the wages will be applicable for the entire contract period including extension period (The date of escalation will be effective as per the date implemented in notification by the Government). The rate revision would be regulated by the following formula: - (a) For first rate revision on due dates under the contract: % Increase/decrease in rates = $\frac{\{L1 - LB\} \times 100}{LB} \times (60/100)$ Where • L1 = new rate after change for semi-skilled labour category • LB = Base rate, i.e. rate effective on date fifteen (15) days prior to the date of tender submission for semi-skilled labour category (b) For subsequent rate revisions on due dates under the contract: % Increase/decrease in rates = $\frac{\{L1 - LB\} \times 100}{LB} \times (60/100)$ Where</p>	<p>On page no. 26 of 72 it is mentioned that contract labour (regulation and Abolition) Act, 1- 970; Rules, 1971,, and the Central rules as modified from time to time are applicable to this contract. But in clause no. 2I- of page 43 you are mentioning for concerned state govt. prices. Please follow central govt. rules as all PSU are covered under central govt. rules.</p>	<p>21.0 ESCALATION CLAUSE FOR OPERATION & MAINTENANCE ESCALATION CLAUSE FOR OPERATION & MAINTENANCE The contract prices shall remain firm throughout the contract period except on account of variation in Minimum wages of the Labour indices for the semi-skilled category employment in “Shop and Establishments” announced by State Government/Central Government whichever is higher. In respect of states where the semi-skilled category indices are not defined on the date fifteen (15) days prior to the tender submission, variation of rates would be worked out for the lowest category as in indices. The period of escalation will be from the date of new billing cycle notification by the concerned state Government authorities/Central Authorities. CONCOR shall increase or decrease the rates effective from the month, following the changes by respective state Government authorities or Center government whichever is higher @ 0.60% for every 1% increase or decrease in base rate. The base rate shall be the applicable wage rate on the date fifteen (15) days prior to the last date of tender submission. Escalation of the wages will be applicable for the entire contract period including extension period (The date of escalation will be effective as per the date implemented in notification by the Government).The rate revision would be regulated by the following formula: - (a) For first rate revision on due dates under the contract: % Increase/decrease in rates = $\frac{\{L1 - LB\} \times 100}{LB} \times (60/100)$ Where L1 = new rate after change for semi-skilled labour category LB = Base rate, i.e. rate effective on date fifteen (15) days prior to the date of tender submission for semi-skilled labour category (b) For subsequent rate revisions on due dates under the contract: % Increase/decrease in rates = $\frac{\{L1 - LB\} \times 100}{LB} \times (60/100)$ LB</p>

	<ul style="list-style-type: none"> • L1 = new rate after the latest change in labour rates for semi-skilled labour category • LB = Base rate, i.e. rate worked out after the previous labour rate increase <p>Illustration: If Minimum wages rate on the date fifteen (15) days prior to date of tender submission was Rs.100.00 per day and it is increased to Rs.125.00 per day. According to the formula, % age increase in contract rates will be as under: - (c) % increase in contract rates = $\{ (L1 - LB) / LB \} \times 100 \times (60/100)$, if L1= 125, LB = 100 , the % increase in contract rates 15% i.e. an increase of 15% of the originally accepted contract rates on which rate revision is specifically provided for in the contract. (d) For subsequent rates revisions, the previous revised rate becomes the new base rate i.e. LB & new revised rate announced by the State Government will be L1, and by applying the same formula, % increase/decrease in rates would be % Increase/decrease in rates = $\{ (L1 - LB) / LB \} \times 100 \times (60/100)$</p>		<p>Where</p> <ul style="list-style-type: none"> • L1 = new rate after the latest change in labour rates for semi-skilled labour category • LB = Base rate, i.e. rate worked out after the previous labour rate increase <p><i>Illustration:</i> If Minimum wages rate on the date fifteen (15) days prior to date of tender submission was Rs.100.00 per day and it is increased to Rs.125.00 per day. According to the formula, % age increase in contract rates will be as under: - (c) % increase in contract rates = $\{ (L1 - LB) / LB \} \times 100 \times (60/100)$, L1= 125, LB = 100 = 15% i.e. an increase of 15% of the originally accepted contract rates on which rate revision is specifically provided for in the contract. (d) For subsequent rates revisions, the previous revised rate becomes the new base rate i.e. LB & new revised rate announced by the State Government/Central Government will be L1, and by applying the same formula, % increase/decrease in rates would be % Increase/decrease in rates = $\{ (L1 - LB) / LB \} \times 100 \times (60/100)$</p>
23	<p>Clause 2.3.2 of section III</p> <p>Scope of maintenance work after warranty period – The contractor shall be responsible for maintenance troubleshooting fault diagnosis etc. of the Reach Stacker after the expiry of warranty period. Supply of all material for preventive maintenance/breakdown maintenance will be done by CONCOR. All repairs required to be done at site/on machine will have to be done by the contractor (material will be supplied by CONCOR) and all items requiring repairs by sending a sub-assembly outside will be done by CONCOR. E.g. A job welding work on the machine will be responsibility of the contractor, for which electrode will be provided by CONCOR. An engine and Transmission requiring periodic repair will be dismantled/fitted by contractor however its repair from an outside agency will be the responsibility of CONCOR. Decision on whether a sub-assembly or work can be attended at site/on machine lies with Representative of CONCOR and the decision will be binding on the contractor</p>	Open for discussion, Jobs like Axle / Boom Boring requires special tools and hence "All Boring work" must also be added to CONCOR scope.	Please Refer sl. No. 15 of Clause no.3.6.8 of Section –III. All boring works will be in the scope of contractor.
24	<p>Clause 3.6 of section III</p> <p>Major Overhaul – During the period of the contracts, each machine shall be attended for a major overhaul. A block of 12 days (288 hours)</p>	We would like to See "Records of Major Overhauling" being duly	No change is tender clause.

	shall be provided for this schedule. This would be permitted only after three years of operation or higher as per the stipulation of OEM in their maintenance manual. CONCOR would decide the dates and details of major maintenance activity in consultation with the contractor. Decision of CONCOR will be final and the contractor is bound to follow the same. It is compulsory that the contractor should carry out the major overhaul once during the currency of contract period. The major overhaul of the major subassemblies shall generally include the following	completed of Konecranes RST's as per frequencies specified	
25	Clause 3.6.8 of section III Matrix for carrying-out overhaul/major repairing activity: - Description: All machining work required for repair/reconditioning of sub-assemblies. Labour Cost [CONCOR: Cost of machining & calibration; Contractor: All other labour costs for fitment and repair inside premises.]	All machining works mentioned in Point 5(2.3.2), even Line Boring be included in CONCOR scope. Welding will be done by Contractor.	No change in tender clause
26	Clause 3.6.8 of Section III Matrix for carrying-out overhaul/major repairing activity:- Health Check-up: Health check-up of engine and transmission from OEM or its authorised dealer. For other subassemblies like axle, spreader, hydraulic system, boom, chassis and controls by contractor	No OEM will Tie-up with any Contractor just like. CONCOR to be the Mediator for OEM inspection visits for Service & Pricing setting	No change in tender clause
27	Clause 24.0 of section III special condition for Premature closure of contract: In case CONCOR finds any machine/Machines which has completed the codal life or its Operation & Maintenance has become financially unavoidable due to aging or due to any other reason, CONCOR may withdraw the machine/machines from the contract by giving 30 days notice to the contractor	Will Contractor be Paid for Post Notice period	Clause no. 24.0 of Section-III: special condition for Premature closure of contract: In case CONCOR finds any machine/Machines which has completed the codal life or its Operation & Maintenance has become financially unavoidable due to aging or due to any other reason, CONCOR may withdraw the machine/machines from the contract by giving 30 days notice to the contractor. Contractor will be paid only if machine is operational during the notice period.

<p>28</p>	<p>Clause 7.0 of section II In case the machine is decommissioned temporarily or due to any reason during the contract period and no operation & maintenance work is carried out on machine then No Payment shall be made for that machine except the conditions under sr. no (7.1) & (7.2) below. CONCOR shall intimate contractor with 7 days advance notice in writing for decommissioning.</p> <p>Clause 7.1 of section II In case machine is decommissioned due to non-requirement of operations , less work load of operations or any other reason and it is required by CONCOR that machine be kept in healthy condition ,then CONCOR may ask contractor to carry out operational & maintenance checks twice in a week to keep the machine in good fettle condition for which payment @10% of monthly agreed rates shall be paid on pro rata basis for the decommissioned period & Contractor shall ensure that machines are ready to use any time .CONCOR shall intimate contractor with 7 days advance notice in writing for decommissioning or re-commissioning of machines</p> <p>Clause 7.2 of Section II In case machine is decommissioned due to major breakdown on account of CONCOR and it is required that repair & maintenance works be carried out to make the machine operational then payment @40% of monthly agreed rate for the period of repair days shall be paid on a Pro-Rata basis for which CONCOR’s representative will issue a job order. Material required for repairs will be provided by CONCOR.</p> <p>Clause 3.7 of Section III Major Breakdown – A machine that suffers a failure or Major Breakdown such as accident, fire etc. and is not under maintenance or operation for the entire month, or even for a period of lesser than one month, whether due to non-availability of materials, non-availability of work-load or for any other reasons, shall be classified as being under Major Breakdown and temporarily decommissioned till restoration of its operation. A Notice Period of 07 days will be given before the commissioning a machine. The billing for machine under major breakdown shall be suspended. The</p>	<p>As per details mentioned in clauses no payment shall be made for the machine for the entire period of temporary decommissioning, accept the conditions under clause number 7.1 and 7.2, a certain percentage of payment shall be made, likewise as per clause 3.7, due to major break down such as accident , fire etc the bill will be suspended Please clarify that if the payment is not made for the above mentioned circumstances how shall the wages of the operators and helpers of the related reach stackers will be paid during the temporary decommissioning period.</p>	<p>No change in tender clause</p>
<p>29</p>	<p>Clause 2.0(a) of Section-II Experience: The bidder shall have experience of Operations & Maintenance of Reach Stacker machines for 36 machine-months satisfactorily in the last 3 years prior to date of opening of Tender. For</p>	<p>We, therefore, request to your kind self to consider our experience for O&M of Reach Stackers at CONCOR Terminals as</p>	<p>No Change in tender clause.</p>

	<p>example, for 2 Reach Stackers for 18 machine months or 2 Reach Stackers for 12 machine-months and 1 Reach Stacker for 12 machine months and so on. In support of its experience, the bidder is required to submit certificate of satisfactory working from the authorized signatory of the organization, where the bidder has maintained and operated the reach stacker machine and whose experience is claimed for qualification</p>	<p>eligible for the O&M contracts at CONCOR terminals and thus incorporate suitable amendments to this effect in the Tender conditions for eligibility, to enable us to participate in the O&M tenders of CONCOR and give us an opportunity to participate in the Tender and provide professional manpower services to CONCOR.</p>	
30	<p>Clause 4.4.7 of section II Documents showing the constitution of power of Attorney and/or partnership deed with a copy of the registration if the firm is a partnership firm, certificate of the memorandum and articles of association along with a copy of the incorporation certificate in case of company) or in case of sole proprietor, an affidavit may be enclosed as per clause 4.2 of Section -II</p>	<p>Under S.No. 6 of the Check List (Annexure-9) in page 82 of the tender document, there is mention of 'Joint venture agreement for JV firm as per clause 4.4.7 of section-II". But clause 4.4.7 of section-II in page 13 does not mention any thing about JV firm. It may be clarified whether JV firms are allowed to take part in the subject tender.</p>	<p>No Change in tender clause.</p>
31	<p>Clause 2.0 (a) of Section-II</p> <p>Note</p> <p>3. O&M services provided directly by the bidder to the vendor will only be considered as its work experience. The experience certificate should clearly indicate that he has provided O&M services to the Parties.</p>	<p>Under Note 3 of sub-clause a) Experience of Clause 2.0 (Qualification Requirement) of Section II in page 9, it is stipulated - "O&M services provided directly by the bidder to the vendor will only be considered as its work experience." The significance of the condition 'directly by the bidder to the vendor' may please be explained/clarified</p>	<p>The Sl.no.3 of Note of Clause 2.0 of Section-II is amended as below:</p> <p>"3. O&M services provided directly by the bidder to the vendor will only be considered as its work experience. The experience certificate should clearly indicate that he has provided O&M services to the Parties. Vendor means the end users i.e. Container Train Operators/Ports.</p>

<p>32</p>	<p>Clause 28.1 of section II The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the contractor contravenes this condition, CONCOR shall be entitled to take any action including termination of the contract and placing it elsewhere at the risk and cost of the contractor and all expenses borne on this account shall be recovered from the contractor</p> <p>Clause 28.2 of section II Professional services from OEM (Original Equipment Manufacturer)/OPM (Original Parts Manufacturer) can be engaged by contractor for O&M of machines from their authorized service agent. However total responsibility with regard to execution & performance of the contract as per the terms of contract shall remain with the OEM. Performance bank guarantee shall be provided by the OEM and monthly bill for the services rendered shall also be raised by the OEM</p>	<p>Sub-clause 28.1 of Clause 28.0 (Subletting) of Section II in page 28, does not permit subletting the contract or any part thereof without the previous written approval of CONCOR; whereas sub-clause 28.2 allows engagement of OEM/OPM by the contractor for O&M of machines inasmuch as total responsibility for execution & performance of the contract as per the terms of contract shall remain with the OEM and Performance bank guarantee shall be provided by the OEM and monthly bill for the services rendered shall also be raised by the OEM. How can OEM, who has not been awarded the contract/LOI, be allowed to submit Performance bank guarantee and monthly bill for the services rendered? The sub-clause 28.1 of clause 28.0 appears to be contradictory to sub-clause a) Experience of Clause 2.0. This may be clarified.</p>	<p>No change in tender clause</p>
<p>33</p>	<p>Clause 1 (iii) of Section I Completion Period: (3 year/36 months) extendable by another one year and 4month obligatory period.</p>	<p>Since the proposed contract is for relative short period of 3 years. prospective bidder may not find it cost-effective to employ Drivers, Operators in its regular pay roll. Considering this, will CONCOR allow the contractor to go for outsourcing of manpower for this tender?</p>	<p>No change in tender clause</p>
<p>34</p>	<p>Annexures 8 of section IV The Principal intends to award, under laid down organizational procedures, contract/s for Design, Manufacture, Supply and Commissioning of 49 (Forty-Nine) Reach Stacker Machines at</p>	<p>The Integrity Pact as prescribed in ANNEXTURE-8 of Section-IV refers to contract/s for Design, Manufacture, Supply and</p>	<p>The Preamble of Annexure- 8 of Section-IV is amended as below: “The Principal intends to award, under laid down organizational procedures, contract/s for Providing professional services for operation and maintenance of 27 Nos of Loaded (45Tx5 High) Reach Stacker machines of KONE, SANY and TIL-</p>

	specified Terminals of CONCOR. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s)	Commissioning of 49 (Forty-Nine) Reach Stacker Machines at specified Terminals of CONCOR; whereas the subject tender is for providing professional services for operation and maintenance of 27 Nos of loaded Reach Stacker machines at various Terminals of CONCOR. Hence the Proposed Integrity Pact is invalid for the subject tender. This may be clarified.	Hyster make at various Terminals of CONCOR (NGP, MDDP in Central Region; DRT, PTM, TIHI in Western Region and KHDB, AKV in North Western Region. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s)".
35	<p>Clause 2.0 (b) of Section II</p> <p>Turnover: The bidder should have average annual financial turnover during the last three years ending the 31st March of the previous financial year, should be at least as per below:</p> <p>(i) Bidding for all Reach Stackers of all three Regions: Rs. 5,51,13,841/-</p> <p>(ii) Bidding for all Reach Stackers of any Two Regions: For Central Region and Western Region: Rs.3,48,38,641/- For Central Region and North Western Region: Rs.3,68,66,161/- For Western Region and North Western Regions: Rs. 3,85,22,880/-</p> <p>(iii) Bidding for all Reach Stackers of any one Region: For Central Region: Rs. 1,65,90,961/- For Western Region: Rs. 1,82,47,680/- For North Western Region: Rs.2,02,75,200/-</p>	The required financial Turnover stipulated for the subject tender (whose estimated cost is around Rs.8.27 Cr pa) is exorbitantly high (nearly four times) and restrictive compared to the turnover stipulated in similar tender issued by CONCOR for O & M of 28 Nos. of loaded (45Tx5 High) Reach Stacker machines of Northern Region vide Tender No. CON/NR/TECH/RSTs/2019 (whose estimated cost is around Rs.33.52 Cr. for 3 years). CONCOR should adopt similar principles in respect of fixing financial turnover for similar contacts. This may be clarified.	No change in tender clause
36	NIL	The subject tender includes some sites which involve Union issues like employment of existing manpower. denial of which may lead to public unrest. What will be the role of CONCOR in resolving this issue'?	No Change in Tender
37	Clause 2.3(i) of Section II	PF-ESI- This is required when we have work at a particular location and undertaking that the same	No change in tender clause

	Bidder has a valid registration of PF, ESI and GST, with the copies of certificates of these registrations in support	will be furnished before start of work may be accepted	
38	NIL	Copy of trade license is not required as we are not in trading business and a service provider hence GST registration should be considered as sufficient	No Change in Tender
39	Clause 4.4.12 of Section II The audited balance sheet including Profit & Loss Statement of the company for the last three Financial Years ending the 31st March of the previous financial year shall be submitted along with the bidding documents. Unaudited Balance Sheet and P&L Account certified by the Chartered Accountant for the last Financial Year if applicable as per clause 2.0 (c) of section-II	You have desired copies of balance sheet for last 3 years which is 2015-16 and onwards it should be 2016-17 and onwards as we are towards end of financial year as the tender is due on 14.4.2019	No change in tender clause
40	Clause 4.4.7 of Section II Documents showing the constitution of power of Attorney and/or partnership deed with a copy of the registration if the firm is a partnership firm, certificate of the memorandum and articles of association along with a copy of the incorporation certificate in case of company) or in case of sole proprietor, an affidavit may be enclosed as per clause 4.2 of Section -II	Since it is a high value tender CONCOR should accept joint venture also	No change in tender clause
41	Clause 2.0 (a) of section-II Note-1 No experience certificate is required to be submitted in case; OEM of RST is a bidder for O&M services.	Kindly clarify if OEM original Equipment Manufacturer will be limited to only KONE, TIL & SANY or if can be also other OEM of Reach Stackers.	No change in tender clause
42	Clause 2.0(a) of Section-II Experience: The bidder shall have experience of Operations & Maintenance of Reach Stacker machines for 36 machine-months satisfactorily in the last 3 years prior to date of opening of Tender. For example, for 2 Reach Stackers for 18 machine months or 2 Reach Stackers for 12 machine-months and 1 Reach Stacker for 12 machine months and so on. In support of its experience, the bidder is required to submit certificate of satisfactory working from the authorized signatory of the organization, where the bidder has maintained and operated the reach stacker machine and whose experience is claimed for qualification	Experience of contractor in O&M other than RSTs of higher capacity will be considered or not.	No change in tender clause
43	NIL	Handling by contractors who has handled more than 1 lakh TEU in a	No change in tender

		financial year in contractor of over 3 years at ICD, CFS, Ports by deploying brand new equipment of same configuration will be considered or not.	
44	NIL	Equipment supplied on monthly hiring basis for handling of containers in Port for more than 4 years, will be considered or not.	No change in tender

In addition to above, the following Amendment are made:

Sr. No.	Clause	Addition/ Amendment
1	Clause 4.4.8 of Section II	Addition: Clause 4.4.8 of Section –II: Letter of submission of tender Letter on the letterhead of bidder company as per Annexure – 6.
2	Clause 8.0 and 8.1 of Section II	Addition: 8.0 Prices 8.1 The bidder shall quote monthly rate per loaded reach stacker/per month for O&M of Reach Stackers for location as specified in para 1.1 of section II in Indian National Rupee (INR) only as per prescribed Price Form in Annexure-2. The Bidder should quote rate for per Reach Stacker per month and bidder shall indicate GST and/or all applicable as on date State and Central Statutory taxes etc with clear quantum/percentage. applicable GST and /or other applicable taxes will be reimbursed on proof of having deposited as per provision of law to with concerned Authorities Prices shall not be mentioned in the technical bid (Packet-1). Technical Bid containing Price Bid shall be summarily rejected.
3	Clause 23.0 of section III RESOLUTION OF DISPUTES 23.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract for providing professional services for operation & maintenance of Reach Stackers. 23.2 Irrespective of the place of services under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued. 23.3 In case of any dispute or difference whatsoever arising between the parties out of the relating to the construction, interpretation, application, meaning, scope	Clause 23.0 is amended as below: 23.0 RESOLUTION OF DISPUTES 23.1 The Laws of Republic of India for the time being in force shall govern, construe and enforce this contract for providing professional services for operation & maintenance of Reach Stackers. 23.2 Irrespective of the place of services under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued. 23.3 In case of any dispute or difference whatsoever arising between the parties out of the relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity or the breach thereof, CONCOR and contractor shall make every effort

<p>operation or effect of this contract or the validity or the breach thereof, CONCOR and contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract</p> <p>binding on the parties to this contract. In case of arbitration rules governing to this effect shall be in accordance with Delhi International Arbitration Centre as detailed below.</p> <p>23.4 If, after 30 (thirty) days from the commencement of such informal negotiation, CONCOR and the Contractor have been unable to resolve amicably the contract dispute, either party may require that the dispute be referred for resolution by arbitration.</p> <p>23.5 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or Instructions to Tenderers') the same shall be referred to Delhi International Arbitration Centre New Delhi. The award of the Arbitrator shall be final and</p> <p>The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority and/provide administrative services that may be used and the parties agreed to submit their dispute for being resolved in accordance with the rules of Delhi Arbitration Centre. The place of arbitration shall be the Delhi Arbitration Centre and fee structure as mentioned by the Delhi International Arbitration Centre for international arbitration shall apply and binding on both the parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. That the parties are hereby agreed that the language used in arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.</p> <p>binding on the parties to this contract. In case of arbitration rules governing to this effect shall be in accordance with Delhi International Arbitration Centre as detailed below. The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority and/provide administrative services that may be used and the parties agreed to submit their dispute for being resolved in accordance with the rules of Delhi Arbitration Centre. The place of arbitration shall be the Delhi Arbitration Centre and fee structure as mentioned by the Delhi International Arbitration Centre for</p>	<p>to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.</p> <p>23.4 If, after 30 (thirty) days from the commencement of such informal negotiation, CONCOR and the Contractor have been unable to resolve amicably the contract dispute, either party may require that the dispute be referred for resolution by arbitration.</p> <p>23.5 In the event of any question, dispute or difference arising under these conditions or instructions of Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or Instructions to Tenderers') the same shall be referred to Delhi International Arbitration Center New Delhi. The award of the Arbitrator shall be final and binding on the parties to this contract. In case of arbitration rules governing to this effect shall be in accordance with Delhi International Arbitration Centre as detailed below.</p> <p>The parties to the agreement agreed to resolve their disputes and differences in accordance with the Delhi International Arbitration Centre (Arbitration proceedings) Rules and to have the Centre as appointing Authority and/provide administrative services that may be used and the parties agreed to submit their dispute for being resolved in accordance with the rules of Delhi Arbitration Centre. The place of arbitration shall be the Delhi Arbitration Centre and fee structure as mentioned by the Delhi International Arbitration Centre for international arbitration shall apply and binding on both the parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. That the parties are hereby agreed that the language used in arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties.</p> <p>23.6 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or their award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.</p> <p>23.7 It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.</p> <p>23.8 The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.</p> <p>23.9 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.</p> <p>23.10 Subject as aforesaid, the Arbitration Act 1996 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.</p> <p>23.11 The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.</p>
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<p>international arbitration shall apply and binding on both the parties. The parties shall be governed by the law enforced in India and the dispute shall be resolved by the law applicable in India. That the parties are hereby agreed that the language used in arbitration proceedings shall be in English. Rest of the terms is subject to agreement between the parties</p> <p>23.4 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or their award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.</p> <p>23.5 It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.</p> <p>23.6 The Arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.</p> <p>23.7 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.</p> <p>23.8 Subject as aforesaid, the Arbitration Act 1996 and the rules there under any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.</p> <p>23.9 The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.</p> <p>23.10 In this clause the authority to appoint the Arbitrator includes, if there be no such authority the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p> <p>23.11 No payment of interest shall be made for the disputed amounts/claims till the final determination of dispute/claims and payment thereof pursuant to the resolution.</p> <p>23.12 Obligation during tendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.</p>	<p>23.12 In this clause the authority to appoint the Arbitrator includes, if there be no such authority the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p> <p>23.13 No payment of interest shall be made for the disputed amounts/claims till the final determination of dispute/claims and payment thereof pursuant to the resolution.</p> <p>23.14 Obligation during tendency of arbitration – Work under the contract shall, unless otherwise directed by the Officer in charge, continue during the arbitration proceedings, and no payment due or payable by the CONCOR shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.</p>
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4	Clause 18.1 of Section III Note: Net breakdown hours are the period for which machines is under breakdown on account of contractor. Technical representative of the terminal/authorized representative of terminal will certify the net breakdown hours for each machine.	Note: Net breakdown hours are the period for which machines is under breakdown on account of contractor. Technical representative of the terminal/authorized representative of terminal will certify the net breakdown hours for each machine. It is also noted that Net Breakdown hours (D) will be considered as Zero if A-C < Exigency hours
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Note: All the other terms & conditions of the tender documents will remain unchanged.