CORRIGENDUM-2

CORRIGENDUM -2 to Tender Notice No:- CON/NR/TECH/RSTs/2019 Floated on 07.03.2019 for providing professional services for operation and maintenance of 26 Nos of Loaded (45Tx5 high) Reach Stacker machines of Northern Region as under:-

Group –I: 18 nos. SANY make Reach Stackers in different Terminals of Northern Region of CONCOR i.e. 04 nos. at ICD-Tughlakabad Delhi, 03 nos. at DCT-Okhla Delhi, 04 Nos. at ICD-Dhandari kalan Ludhiana Punjab, 03 nos. at MMLP/Khatuwas Rajasthan, 02 nos. at ICD/BGKT Rajasthan and 02 nos. at ICD/KKU Rajasthan.

Group –II: 03 nos. TIL Hyster make Reach Stackers at MMLP/Khatuwas Rajasthan,

Group –III: 05 nos. Konecranes make Reach Stackers in different Terminals of Northern Region of CONCOR i.e. 02 nos. at ICD /KKU Rajasthan, 01 no at BGKT Rajasthan and 02 nos. at RCT/ Dhappar Punjab.

1. Issued amendments from Sr. no. 1 to 8 to the bidder. (Page 2 to 13)
2. Issued clarifications from Sr. 1 to 52 to the tender in response to clarification sought by intended bidders. (Page 14 to 65)

Please visit on company website, www.concorindia.com & website of Central Public Procurement Portal http://eprocure.gov.in for complete details. All other terms and conditions of the bid document shall remain unchanged

GROUP GENERAL MANAGER (TECHNCIAL)

Date: 09.04.2019

Place: Tughlakabad, New Delhi
# AMENDMENTS (Sr. No. 1 to 8) of CORRIGENDUM-2

**Tender No. CON/NR/TECH/RST/2019**

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Section/Clause</th>
<th>Description in Tender Document</th>
<th>Amended Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Section-I, Clause 1. Name of work</td>
<td>For Providing professional services for operation and maintenance of 07 nos. KONE Make loaded reach stackers of Capacity 45 T x 5 high for handling of loaded 20 ft., 22 ft, 40 ft and 45 ft. length of containers at various terminals of CONCOR in Northern Region (i.e. 02 nos. at ICD/KKU Rajasthan, 01 no at BGKT Rajasthan, <strong>02 nos at Phyllaur Punjab</strong> and 02 nos. at Dhappar Punjab). <strong>All the above machines -2010 vintage</strong></td>
<td>Note: - The Total quantity of Reach Stackers be treated as 26 nos. instead of 28 nos. where ever it is mentioned in the Tender Document.</td>
</tr>
</tbody>
</table>
Section-I, Clause-1 (ii) Estimated Cost: Rs. 33,52,04,688/- (Excluding taxes)

Estimated Cost: Rs. 31,10,38,224/- (Excluding taxes)

Section-II, 2.0 Qualification Requirement, 2.1 (b) Turnover: The tenderer should have achieved a minimum *gross turnover as mentioned in Below Table:-

<table>
<thead>
<tr>
<th>Groups of machines for which the Bidder is Participating</th>
<th>Minimum average annual turnover (In Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Group-I</td>
<td>80,89,729 /-</td>
</tr>
<tr>
<td>For Group-II</td>
<td>13,08,598 /-</td>
</tr>
<tr>
<td>For Group-III</td>
<td>31,71,848 /-</td>
</tr>
<tr>
<td>For Group-I &amp; II</td>
<td>93,98,327 /-</td>
</tr>
<tr>
<td>For Group-I &amp; III</td>
<td>112,61,578 /-</td>
</tr>
<tr>
<td>For Group-I, II &amp; III</td>
<td>125,70,176 /-</td>
</tr>
<tr>
<td>For Group-II &amp; III</td>
<td>44,80,447 /-</td>
</tr>
<tr>
<td>For Group-I, II &amp; III</td>
<td>1,16,63,933.40 /-</td>
</tr>
</tbody>
</table>

Turnover: The tenderer should have achieved a minimum *gross turnover as mentioned in Below Table:-

<table>
<thead>
<tr>
<th>Groups of machines for which the Bidder is Participating</th>
<th>Minimum average annual turnover (In Indian Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Group-I</td>
<td>80,89,729.20 /-</td>
</tr>
<tr>
<td>For Group-II</td>
<td>13,08,598.20 /-</td>
</tr>
<tr>
<td>For Group-III</td>
<td>22,65,606.00 /-</td>
</tr>
<tr>
<td>For Group-I &amp; II</td>
<td>93,98,327.40 /-</td>
</tr>
<tr>
<td>For Group-I &amp; III</td>
<td>1,03,55,335.20 /-</td>
</tr>
<tr>
<td>For Group-I, II &amp; III</td>
<td>35,74,204.20 /-</td>
</tr>
<tr>
<td>For Group-I, II &amp; III</td>
<td>1,16,63,933.40 /-</td>
</tr>
</tbody>
</table>
financial years – previous three [2015-16, 2016-17, 2017-18] and the current financial year - in the same name / firm composition in which he is applying for this tender. In case of change in the name of the firm/company due to merger/acquisition/take over, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years [2015-16, 2016-17, 2017-18] should be duly attached. However, unaudited reports certified by chartered accountant / Chartered Accountant’s Certificate for current year shall be accepted.

(Note: If fresh tender is floated within the first six months of a financial year, then turnover during any one of the previous four years may be prescribed in place of previous three years and current year)

(*Note: 15% of annual anticipated value of the contract.)

Networth: The tenderer must have a positive net worth based upon latest completed (audited) annual accounts.

per annum in his/her business (in the same name in which he/she is submitting his/their offer) during any one of four financial years – previous three [2015-16, 2016-17, 2017-18] and the current financial year - in the same name / firm composition in which he is applying for this tender. In case of change in the name of the firm/company due to merger/acquisition/take over, the documentary evidence in support of the same should be furnished.

Audited copies of the Balance Sheets and Profit & Loss Accounts for years [2015-16, 2016-17, 2017-18] should be duly attached. However, unaudited reports certified by chartered accountant / Chartered Accountant’s Certificate for current year shall be accepted.

(Note: If fresh tender is floated within the first six months of a financial year, then turnover during any one of the previous four years may be prescribed in place of previous three years and current year)

(*Note: 15% of annual anticipated value of the contract.)

Networth: The tenderer must have a positive net worth based upon latest completed (audited) annual accounts.
The audited balance sheet including Profit & Loss Statement of the company for the last three Financial Years ending the 31\textsuperscript{st} March of the previous financial year shall be submitted along with the bidding documents.

The bid would be summarily rejected if the bidder does not fulfill the above essential qualification criteria.

<table>
<thead>
<tr>
<th>Groups of machines for which the Bidder is Participating</th>
<th>EMD Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Group-I</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>For Group-II</td>
<td>1,74,480/-</td>
</tr>
<tr>
<td>For Group-III</td>
<td>4,22,913/-</td>
</tr>
</tbody>
</table>

Section-II, 3.0 Earnest Money

3.1. Each tenderer shall be required to deposit The *Earnest Money as mentioned below along with the Pre-Qualification Bid through E-payment at the time of submission of the bid. No interest shall be allowed on the Earnest Money deposited.

Group wise EMD is mentioned below:-

<table>
<thead>
<tr>
<th>Groups of machines for which the Bidder is Participating</th>
<th>EMD Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Group-I</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>For Group-II</td>
<td>1,74,480/-</td>
</tr>
<tr>
<td>For Group-III</td>
<td>4,22,913/-</td>
</tr>
<tr>
<td>Group</td>
<td>Price</td>
</tr>
<tr>
<td>---------------</td>
<td>--------</td>
</tr>
<tr>
<td>I &amp; II</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>I &amp; III</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>II &amp; III</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>I, II &amp; III</td>
<td>5,00,000/-</td>
</tr>
</tbody>
</table>

(*Note: 2% of annual anticipated value of the contract, not exceeding Rs. 5 lakh.)

<table>
<thead>
<tr>
<th>Group</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>III</td>
<td>3,02,081/-</td>
</tr>
<tr>
<td>I &amp; II</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>I &amp; III</td>
<td>5,00,000/-</td>
</tr>
<tr>
<td>II &amp; III</td>
<td>4,76,561/-</td>
</tr>
<tr>
<td>I, II &amp; III</td>
<td>5,00,000/-</td>
</tr>
</tbody>
</table>

(*Note: 2% of annual anticipated value of the contract, not exceeding Rs. 5 lakh.)

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**Section IV**

**Annexure 2B, Price Form for Group III**

**PRICE BID FORM FOR GROUP-III**

To

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Ref: Tender No..................

(c) We hereby certify that we are in the business of providing professional services for operation & maintenance activities for Reach Stackers. We hereby offer to undertake to provide professional services for operation and maintenance of 07 nos. loaded Kone make reach stackers (GROUP-III) owned by CONCOR of Capacity of 45 T x 5 high handling of loaded 20 ft., 22 ft, 40 ft and 45 ft. length of containers at the rate mentioned below for the period and the conditions set in the Bid document.

Operation and Maintenance contract for 07 Nos. Loaded KONE make Reach Stackers (GROUP-III) owned by CONCOR i.e. 02 nos at ICD/KKU Rajasthan, 01 nos at ICD/BGKTRajasthan, 02 nos at DCT/Phillaur Punjab & 02 nos at ICD/Dappar Punjab.
<table>
<thead>
<tr>
<th>SN</th>
<th>Description/Location</th>
<th>In Figures (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit rate per RST per month for providing professional services for operation and maintenance contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of Kone make Reach stackers Group –III</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Discount, if any</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Per RST per month Rate for providing professional services for operation and maintenance contract after discount</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GST (as applicable)@-- % on SN 3 above</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other Taxes (Govt. Levies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Please specify %age as well as amount, if any).</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total cost per RST per month for providing professional services for operation and maintenance contract (SN 3+4+5)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total O&amp;M Cost for 36 Months for 7 RST machines for providing the professional services.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SN</th>
<th>Description/Location</th>
<th>In Figures (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unit rate per RST per month for providing professional services for operation and maintenance contract</td>
<td></td>
</tr>
<tr>
<td></td>
<td>of Kone make Reach stackers Group –III</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Discount, if any</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Per RST per month Rate for providing professional services for operation and maintenance contract after discount</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>GST (as applicable)@-- % on SN 3 above</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other Taxes (Govt. Levies)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Please specify %age as well as amount, if any).</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Total cost per RST per month for providing professional services for operation and maintenance contract (SN 3+4+5)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total O&amp;M Cost for 36 Months for 5 RST machines for providing the professional services.</td>
<td></td>
</tr>
</tbody>
</table>
Section-IV, Annexure-9

Check list to be filled by Bidder before Submission of Bid

6. Affidavit for sole proprietor/ Partnership deed of partnership firm/ Memorandum & Articles of Association, for private, limited company/ joint venture agreement for JV firm as per clause 5.7 of section-I.

Section-II

Performance security deposit
Clause-12.0 & 12.1 to 12.8

12.1 The Tenderer whose tender is accepted shall be required to appear at the office of the Group General Manager Technical Northern Region Container Corporation of India Ltd., ICD Tughlakabad, New Delhi in person and furnish a *security deposit of (Rupees ..............................) towards successful performance under this contract within [15 days] from the date of communication of award of contract in his favour by CONCOR

(*Note: Security Deposit should be equivalent to at least 30 days of average anticipated value of the contract, subject to maximum of Rs.25 lakhs.)

The Bank Guarantee / Security Deposit should be issued in favour of Container Corporation of India Ltd., Inland Container Depot Tughlakabad as per format given in Annexure-I.

12.0 PERFORMANCE SECURITY DEPOSIT

12.1 The Tender whose tender is accepted shall be required to appear at the office of the Group General Manager Container Corporation of India Ltd., ICD Tughlakabad in person and submit performance guarantee of 10% of the contract value for the contract Upto 1 Crore. For contract value more than one crore the security deposit should be Rs. 10 lakhs plus 5% of the amount exceeding one crore subject to maximum Rs. 25 Lakhs for each Group or combination of Groups within [15 days] from the date of issue of NOA/LOI/LOA for each Group or combination of Groups in the form of an irrecoverable Bank Guarantee issued by any Nationalized/Scheduled Commercial Bank in India.
Alternatively, Performance Security can also be submitted by Service Provider in the form of Demand Draft issued by any Nationalized/Scheduled Commercial Bank in India in favour of Container Corporation of India Ltd. and payable at New Delhi. He may subsequently sign the agreement. Failure to do so shall constitute a breach of the contract concluded by acceptance of the tender.

12.2 No interest shall be allowed or paid on the security deposit.

12.3 ED/CGM/RGM may extend the time for submission of Security Deposit by 10 days, on the request of the Contractor, or in the interest of CONCOR, if there are sufficient reasons for doing so.

12.4 Should a bidder, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement to take up the contract within fifteen days of the acceptance of the tender or within the extended time permitted by ED/CGM/RGM, whichever is later, the Earnest Money Deposit mentioned above can be forfeited by CONCOR in full, without prejudice to any other rights or remedies in this regard for breach of contract.

12.5 In case the contract is extended for further period of one year, as provided in Clause-2 of Section-III, the validity of the Security Deposit instrument will be accordingly extended by the Contractor by an equivalent duration of time.

The Bank Guarantee should be issued in favour of Container Corporation of India Ltd., Inland Container Depot Tughlakabad as per format given in Annexure-1

Alternatively, Performance Security can also be submitted by Service Provider in the form of Demand Draft issued by any Nationalized/Scheduled Commercial Bank in India in favour of Container Corporation of India Ltd. and payable at New Delhi. He may subsequently sign the agreement. Failure to do so shall constitute a breach of the contract concluded by acceptance of the tender.

12.2 The security deposit may be submitted in any of the following forms with validity up to 2 months beyond the expiry of the period of contract including obligatory period i.e 42 months from the date of issue of LOI/NOA/LOA. The security deposit referred to above shall be forfeited partially/fully by CONCOR in the event of any breach on the part of the Service Provider of any of the terms and conditions of this contract, CONCOR may take any other actions as per the provisions of the contract, without prejudice to CONCOR’s rights and remedies available under law.

12.3 No interest shall be allowed or paid on the Performance Security Deposit.

12.4 The Service Provider would be required to take over the maintenance and Operation of the loaded Reach Stackers
| 12.6 | CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe the terms and conditions of this contract or to pay any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the monthly bills or any amount due to the contractor. |
| 12.7 | The security deposit referred to above may be forfeited by CONCOR in the event of any breach, on the part of the contractor, of any of the terms and conditions of this contract, leading to premature termination of the contract, without prejudice to CONCOR’s other rights and remedies available under law. |
| 12.8 | The security deposit will be proportionately increased in case of upward rate revision based on rate revision clause. However, the increase in security deposit will be effected only if the revision in rate is 5% or above. The maximum ceiling of security deposit will be Rs. 25 lacs. |
| 12.9 | **REFUND OF SECURITY DEPOSIT:** |

Within 30 days of Notification of Award or earlier if mutually agreed.

12.5 The security deposit shall, subject to any deductions that may be made there from, be returned to the Bidder within Four calendar months after completion of contract period and on issuance of *No Dues Certificate* by Group General Manager Technical NR or his authorised representative.

12.6 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.
12.9.1 The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within four calendar months after termination or discharge of the contract and on issuance of "No Dues Certificate" by the Terminal Manager.

12.9.2 In the event of any dispute arising between CONCOR and service provider/contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the service provider/contractor singly or jointly with others and CONCOR, who shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem fit until the dispute is settled and determined. The service provider/contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

12.10 The Service Provider would be required to take over the maintenance and Operation of the loaded Reach Stackers within 10 days of Notification of Award, however the period of take over at individual location may vary based on the CONCOR’s advice. Date of Handover takeover of the machines shall be treated as date of start of the contract.

12.11 The security deposit shall, subject to any deductions that may be made there from, be returned to the Bidder within Four calendar months after completion of contract period and on issuance of 

The Performance Guarantee Bond shall be released only after compliance of the above requirements.
"No Dues Certificate" by Group General Manager (Technical) Northern Region or his authorised representative.

12.12 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 in working by the contractor *only after written permission of CONCOR* 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. A check List for handing over and taking over of Reach Stackers is given as Annexure-9.

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.

The Performance Guarantee Bond shall be released only after compliance of the above requirements.
| Section  –II Clause 2.1 (a) Note Point 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. | The Sl.no.3 of Note of Clause 2.0 of Section-II is amended as below:

“3. O&M services provided directly by the bidder to the vendor/parties 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/parties means the end users i.e. Container Train Operators/Ports |
**CLARIFICATION – (Sr. no. 1 to 52)- of CORRIGENDUM-2**

**Tender No. CON/NR/TECH/RST/2019**

The tender clauses and the issues raised during pre-bid meeting on 14.03.2019 by respective bidders and clarification/amendments to the respective clause are as follow:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Clause</th>
<th>Clarification Sought by Intended Bidder</th>
<th>CONCORs Response</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Section-III, Clause 3.6.8,Point no.18</strong></td>
<td>CONCOR has to arrange Cummins Engineer for Engine internal maintenance like Tappet setting and B/D rectification. Health check up for every 6 months by Cummins has to be arranged by CONCOR and their payment should be made by CONCOR only.</td>
<td>Provision of clause shall prevail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Check-up :- Health check-up of major assemblies i.e Engine &amp; Transmission from OEM /OPM or its authorized dealers. For other sub- assemblies such as Axle, spreader, hydraulic system, boom, chasis and controls by the O&amp; M contractor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Section-III, Clause 3.6.8,Point no.18</strong></td>
<td>Engine/Transmission health check up suggested once in a year or 5000 Hrs of working whichever is earlier instead of every 6 months because of some terminal less work load, inspection of every 6 Months shall not add any value however additional cost to OEM shall be incurred.</td>
<td>Provision of clause shall prevail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Health Checkup :- Health checkup of major assemblies i.e Engine &amp; Transmission from OEM /OPM or its authorized dealers. For other sub- assemblies such as Axle, spreader, hydraulic system, boom, chasis and controls by the O&amp; M contractor</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section-III, Clause 5.0 Equipments for Day-to-Day Maintenance

5.1 The following service supported equipments shall be provided by contractor for maintenance of Reach stackers.

- Air Compressor for day-to-day air filling in tyres.
- Welding Rectifier,
- Pneumatic Grease Gun
- Hydraulic Jacks,
- Water jet cleaning Machine,
- Battery Charging system.
- Arrangement of equipment like crane, fork lift, sling ropes etc.,
- Gas cutting set with tools and tackles inclusive of Gas.

Battery charging system, Gas cutting, Sling ropes cannot be kept all time at site, will be arranged based on requirement only. Also, crane & Forklift shall be arranged on as & when required basis only.

Provision of clause shall prevail

### Section-III, Clause 11.2 Overall availability

- **Availability** is a measure of the portion of time any unit is actually available to perform its normal function as compared to the planned portion of time for which it shall be available.

  **Overall availability** — Availability is a measure of the portion of time any unit is actually available to perform its normal function as compared to the

  Minimum time taken for fuel filling per RST is 30 minutes every day, but so far it is of practice, fuelling time is included in the daily 2 hours cooling if machine provided cooling form 6 to 8 and 8 to 10 am.

Provision of clause shall prevail
planned portion of time for which it shall be available.

Overall availability shall be calculated as under:

\[
\text{% Availability} = \frac{\text{Total actual available hours}}{\text{Total hours in the month}} \times 100
\]

Total actual available hours are calculated by subtracting maintenance hours, breakdown hours on contractor account and other CONCOR account hours from the total hours in the month. **Fuel filling time is an operational requirement and covered under available hours of the machine.**

It may be that the availability and actual availability and actual available hours under this clause are only for performance review. The deductions shall be regulated as per **Clause no. 18.**
<table>
<thead>
<tr>
<th></th>
<th>Section-III</th>
<th>Clause-18.3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Over the above, the charges recoverable from the contractor as described above, the contractor shall be liable for deduction of up to Rs.5,000/- (Rupees five thousand only) in each case at the sole discretion of the official, in charge of the terminal, for unsatisfactory service, unsafe operation or any lapses in execution of operation &amp; maintenance work misconduct on the part of the contractor’s employees, or workman in day to day operation and such fines will be recoverable from the bills of the Contractor. The specific lapse for which the deduction is made shall be intimated to the Contractor in writing before recovery of the deduction. However, the Contractor can submit an appeal to the next higher authority within 30 days of deduction.</td>
<td></td>
</tr>
</tbody>
</table>

Damage of containers and machines value beyond Rs. 5,000/- has to be claimed from Insurance only. Contractor bill should not be deducted as it is practiced now. | Provision of clause shall prevail. |
### Section-III Clause- 21.0 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 respective state Government where machines are deployed. 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.

Escalation has to be done based on Central Govt minimum wages only for all category or contractor should be allowed to pay as per state govt minimum wages, is state escalation is paid to contractor. Further, with each escalation of 1%, contractor has to get 0.8% minimum to run the contract without loss.

Provision of clause shall prevail
The rate revision would be regulated by the following formula:

For first rate revision on due dates under the contract:

\[ \text{% Increase/decrease in rates} = \left\{ \frac{(L1 - LB)}{LB} \times 100 \right\} \times \frac{60}{100} \]

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 = \((L_1 - LB) \times 100) \times (60/100) \times LB

Where

- \(L_1\) = 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

**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:

\(\text{(c ) } \% \text{ increase in contract rates } = \frac{(L_1 - LB) \times 100}{LB} \times (60/100)\)

\(L_1 = 125, \ LB = 100\)
= 15% i.e. an increase of 15% of the originally accepted contract rates on which rate revision is specifically provided for in the contract.

(a) 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 i.e

\[ \frac{L1 - LB \times 100}{LB} \times \frac{60}{100} \]

Section-III Clause -17.0 IDLE HOURS

Despite being available, the fluctuations in operational requirement may warrant that the reach stacker machine idle without working for some time. These idle hours would be recorded and certified by terminal manager or his authorized representative. The idle hours will be applicable for calculating non available hours per machine per month.

Due to persistent problem in getting idle hours certification from CONCOR operational staffs each shift, idle certification has to be removed.

Provision of clause shall prevail
**Important** - It may be noted that contractor must switch off the engine of machine in case there is no work/idle for 15 minutes or more in the interest of fuel saving.

<table>
<thead>
<tr>
<th>8</th>
<th>Section-III Clause -11.1</th>
<th>If machine is seized by the local police, Liaisoning / Release of machine from police to be arranged by contractor, CONCOR will provide required documents if needed for completing the formalities.</th>
<th>It will be responsibility of the CONCOR in full, to get the machine released from the Police.</th>
<th>Provision of clause shall prevail</th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th>9</th>
<th>Section-II Clause</th>
<th>In case the machine is decommissioned temporarily or due to any reason during the contract period and no operation &amp; maintenance work is carried out on machine then no Payment shall be made for that machine except the conditions under sr. no (7.1) &amp; (7.2) below. CONCOR shall intimate contractor with 7 days advance notice in writing for decommissioning.</th>
<th>In case the Machine is decommissioned, then the contractor is to be paid minimum 80% of the agreed monthly rates.</th>
<th>Provision of clause shall prevail</th>
</tr>
</thead>
</table>

| 7.0 | 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.

7.2 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.

10 NO TENDER CLAUSE MENTIONED To deduct TDS as @2% instead @10% Provision of contract clauses shall prevail
<table>
<thead>
<tr>
<th>11</th>
<th>Section-II of Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.4</td>
<td>CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the same rates, terms &amp; conditions depending upon the requirement of machines for operation &amp; maintenance or any other 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. For example if there are 05 machines in contract then CONCOR may increase 02 machines. The rate at that point may be termed as prevailing rate at the time of award/award of order for</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>12</th>
<th>28.0 SUBLETTING:-</th>
</tr>
</thead>
<tbody>
<tr>
<td>We, Sany Group Co. Ltd., is one of the biggest heavy industrial equipment's manufacturer in the world, having a very wide product range like concrete machinery, crane to mobile port machinery and big port equipment.</td>
<td></td>
</tr>
</tbody>
</table>

Replace line in clause in 11.4 of section-II “CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the same rates, terms & conditions”.

To

“CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the applicable rates, terms & conditions”.

Provision of contract clause shall prevail
| 28.1 | 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. |
| 28.2 | 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 contractor. Performance bank guarantee shall be provided by the contractor and monthly bill for the services rendered shall also be raised by the contractor. |

We had built 25 manufacturing bases, six sales regions and over 100 offices with more than 400 agents and 8000 suppliers worldwide.

We officially entered into mobile port machinery business in year 2005, while launching our first Sany Reach Stacker in the year 2005. As our business quickly grow up and to cater market more suitably, we decided to separate our mobile port machinery business unit and established “Hunan Sany Port Machinery Co., Ltd.” in 2014 as OEM (Original Equipment Manufacturer) of mobile port machinery i.e. Reach Stacker, Empty Container Handler, forklift etc.

We sell our mobile port machinery worldwide through our global sales network, i.e. through our various subsidiary companies like Sany International Co., Ltd, Sany Heavy Industry Co., Ltd or through our local dealers and sometimes we sell them directly in the name of Sany Group Co. Ltd or Hunan Sany Port Machinery Co. Ltd. also. And for the machines sold in India, the after sales service and parts availability is already taken care by our local subsidiary company i.e. Sany Heavy Industry India Pvt. Ltd.

So in view of the above, we request you to kindly consider Sany Heavy Industry India Pvt. Ltd. as an OEM (Original Equipment Manufacturer) for the providing
professional services for Operation and Maintenance of Reach Stacker machines in Northern Region etc.

We are keenly interested to associate with your esteemed organization “M/s CONCOR” for providing professional services for Operation and Maintenance of Reach Stacker machines of Northern Region through our authorized agent. The salary, PF, ESI and labour compliance would be complied as applicable by our authorized agent.

However, we would take complete responsibility for the performance of the contract and Sany would be monitoring and participating in the monthly interactions with CONCOR.

13  **Section-II Clause**

7.0 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.

It is preferable if we get at least 20 days notice so the people involved can look for the alternative without much loose on wage.

Provision of contract clause shall prevail
**SECTION-II, 18.0 RISK OF LOSS OR DAMAGE TO CONCOR’S PROPERTY**

The equipment are 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.

In case of any accident, a departmental enquiry will be done and the decision of the committee will be binding on the contractor.

The condition is without any cap and maximum liability is unknown. Hence, request to declare the maximum liability to enable us to avail the insurance for the loss as service provider.

**Provision of contract clause shall prevail**

---

**Section-II, Clause 22.0 LIABILITY FOR LABOUR LAWS FOR MAINTENANCE AND OPERATIONS BEING PERFORMED BY THE SERVICE PROVIDER IN THE CONCOR DEPOT**

All labour and/or personnel employed by Service Provider shall be engaged by him as his own employees/workmen in all respects

But in clause no 28.0, it is mentioned as “The contractor shall not sublet, transfer, or assign the contract or any part thereof. Without the previous written approval of CONCOR. As a service provider we may hire no technical team under contract Hence need clarification on the same.

**Provision of contract clause shall prevail**

The Service Provider shall fully indemnify CONCOR against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of any of the labour laws to the extent they are applicable to the establishment/work in container terminal.

The contract labour (Regulations & Abolition) Act, 1970; Rules, 1971, and the Central Rules as modified from time to time are applicable to this contract. The Service Provider shall comply with these and obtain requisite
licence/s from labour Authorities under the Act and also take steps for getting the agreement registered under the Act, he shall also indemnify CONCOR from and against any claims under the aforesaid Act and the rules.

**Section –II, Clause 28.0 SUBLETTING:-**

28.1 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.

28.2 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 contractor. Performance bank guarantee shall be provided by the contractor and
monthly bill for the services rendered shall also be raised by the contractor.

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<tbody>
<tr>
<td>16</td>
<td><strong>Section-II, CLAUSE-7.1.</strong> 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 &amp; 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 &amp; 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.</td>
<td>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.</td>
</tr>
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</table>

| 17 | **Section-II Clause-11.5** In case CONCOR wants to shift any machine or all machines under the contract to other terminal within the group, 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 | In such case, Contractor be paid his Monthly O&M payments for such transit period | Provision of clause shall prevail |

Provision of clause shall prevail
machine/machines. CONCOR shall give advance intimation of 7 days to contractor. The cost of shifting will be borne by CONCOR.

<table>
<thead>
<tr>
<th>18</th>
<th>SECTION-III</th>
</tr>
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</table>
| 1.0 WORKSHOP OFFICE AND TOOLS - The tender is for providing professional services for operation and maintenance of 28 Nos. CONCOR Owned Loaded Reach Stackers of Capacity of 45 T x 5 high for handling of loaded 20 ft., 22 ft, 40 ft and 45 ft length of containers at various terminals of CONCOR in Northern Region as under :-

   Group –I : 18 nos. SANY make Reach Stackers in different Terminals of Northern Region of CONCOR i.e. 04 nos. at ICD-Tughlakabad Delhi, 03 nos. at DCT-Okhla Delhi, 04 Nos. at ICD-Dhandari kalan, Ludhiana Punjab, 03 nos. at MMLP/Khatuwas Rajasthan, 02 |

   We have seen miserable working conditions during Summers & Monsoon seasons. Hence to perform, we request for Shaded Space for RST Maintenance. Also, a Clean & Hygienic Rest Area be given for All Staff, working as Technician or Operators. |

   Provision of clause shall prevail |
nos. at ICD/BGKT Rajasthan and 02 nos. at ICD/KKU Rajasthan.

Group –II: 03 nos Hyster TIL make Reach stackers i.e 03 nos. TIL Hyster make Reach Stackers at MMLP/Khatuwas Rajasthan,

Group –III: 07 nos. Konecranes make Reach Stackers i.e. 02 nos. at ICD /KKU Rajasthan, 01 no at ICD BGKT Rajasthan, 02 nos at DCT/Phillaur Punjab and 02 nos. at RCT/Dhappar Punjab.

The vintage of machines is as under:
Sany Make machines:- All the 18 nos machines -2019 vintage
Kone machines:- All the 7 nos machines -2010 vintage .

**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.

19

SECTION-III

2.3 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

At least a Binding must be there till Warranty Period from OEM for Support. Or Even Contractors personnel be trained by OEM on behalf of CONCOR. Contractor has trained for Technicians, but New Machines fault codes learning takes time to diagnose.

Provision of clause shall prevail
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.

<table>
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<tr>
<th>20</th>
<th>SECTION-III</th>
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<tbody>
<tr>
<td>2.3.2 Scope of maintenance work after warranty period</td>
<td></td>
</tr>
<tr>
<td>– The contractor shall be responsible for maintenance, troubleshooting, fault diagnosis etc. of the reach stacker after the expiry of warranty period.</td>
<td></td>
</tr>
</tbody>
</table>

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.

Open for discussion, Jobs like Axle / Boom Boring requires special tools and hence “All Boring work” must also be added to CONCOR scope

Provision of clause shall prevail
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.

<table>
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<tr>
<th>21</th>
<th>3.0 TYPE OF MAINTENANCE</th>
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<tbody>
<tr>
<td>3.1 Daily Maintenance Period:</td>
<td>Each Reach Stacker will be provided with a daily maintenance period of a total of <strong>2 hour in one stretch</strong> 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 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.</td>
</tr>
<tr>
<td>For Kone cranes RST, Frequency seeing the Vintage needs to reduce. Instead of Every 20 Days it been to be 15 days. As Inspection of Structures by RST Vintage needs more early inspections and more time.</td>
<td></td>
</tr>
<tr>
<td>Provision of clause shall prevail</td>
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</tbody>
</table>
3.2 **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.

3.3 The periods permitted for Daily Check / Maintenance and preventive maintenance shall not be transferable across machines.

| 22 | 3.4 **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 hours** per machine per month for SANY make & Hyster make RST machines & **32 hours** for Kone make RST Machines. | For Konecranes RST, seeing the Vintage and Ex .Hrs be increased to at least 45/48 Hours. | Provision of clause shall prevail |
| 23 | 3.6 **Major Overhaul** – During the period of the contracts, each machine shall be attended for a major overhaul. A block of **12 days** (288 hours) 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 sub-assemblies shall generally include the following -

3.6.1 Complete overhaul of the engine (if not specified earlier by the engine manufacturer): - The engine shall be removed from machine by O&M contractor for sending it for overhauling. The overhauling of engine from OEM of engine shall be carried out by CONCOR including to & fro transportation on CONCOR cost. After overhauling of engine from OEM, O&M contractor shall be responsible for its fitment in machine for commissioning.

3.6.2 Complete overhaul of the transmission system: The Transmission shall be removed from machine

We would like to see “Records of Major Overhauling” being duly completed of Konecranes RST’s as per frequencies specified.

Provision of clause shall prevail.
by O&M contractor for sending it for overhauling.
The overhauling of transmission from OEM of transmission shall be carried out by CONCOR including to & fro transportation on CONCOR cost. After overhauling of transmission from OEM, the O&M contractor shall be responsible for its fitment in machine for commissioning.

3.6.3 Complete overhaul of the brake system: Material shall be responsibility of CONCOR & overhauling shall be done by O&M contractor.

3.6.4 Inspection of drive axle and replacement of worn out / unserviceable parts:- Material shall be responsibility of CONCOR & work shall be done by O&M contractor.

3.6.5 Complete inspection of the electrical system and changes of cable/wires/sensors/joysticks wherever required. Material shall be responsibility of CONCOR & work shall be done by O&M contractor.

3.6.6 Complete overhaul of the hydraulic system including control valves, if any, seal change of hydraulic cylinders as required on condition basis, replacement of hydraulic pump kits, renewal of o-rings, gasket etc. Material shall be responsibility of CONCOR & work shall be done by O&M contractor.
3.6.7 Inspection and repair of the structural members and change of wearing pads, spherical roller bearings, slide chain etc. wherever required. Material shall be responsibility of CONCOR & work shall be done by O&M contractor.

3.6.8 The items to be replaced/attended must be decided in consultation with CONCOR officials before the planning of major overhaul of the reach stackers and the decision of CONCOR will be final and binding on the contractor.

Note: All the activities of periodic maintenance will be covered in the schedule of major overhaul. Hence no separate time for the periodic maintenance will be given in the year in which major overhaul is done.

2.3.2 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.

All machining work as mentioned in Point 5 (2.3.2), even Line Boring be included in CONCOR scope. Welding will be done by Contractor.

Provision of clause shall prevail
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.
SECTION-III, CLAUSE-3.6.8 (Point no.18)

Matrix for carrying-out overhaul/major repairing activity:

Health Checkup :- Health checkup of major assemblies i.e. Engine & Transmission from OEM / OPM or its authorized dealers. For other sub-assemblies such as Axle, spreader, hydraulic system, boom, chassis and controls by the O&M contractor.

No OEM will Tie-up with any Contractor just like CONCOR to be the Mediator for OEM inspection visits for Service & Pricing setting.

SECTION-III

4.0 CONCOR’s Scope:

4.1 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.

The consumables cannot be part of Service contract, since this is will be sale of material and separate GST % will complicate the contract. So, though contractor will provide as above mentioned, but this should be deleted from Tender.

SECTION-III CLAUSE-8

Technical Personnel - The maintenance schedule shall be performed under the supervision of competent.

Please clearly confirm In such Scenario – Will the ECR physical Manual work still continue, Since this required to Add Supervisors role personals. And
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 breakdown and preventive checks etc. in the CONCOR’s computer system.

### Table

<table>
<thead>
<tr>
<th><strong>SECTION-III, CLAUSE</strong></th>
<th><strong>11.6</strong></th>
<th>Total Breakdown time – Total breakdown time in a month of any machine on contractor account should be equal or less than 16 hours for SANY make &amp; Hyster make machines &amp; 32 hours for Kone make RST machines</th>
</tr>
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<tbody>
<tr>
<td><strong>CONCOR’s computer system</strong></td>
<td></td>
<td>Means CONCOR owned Computer system. Since this needs employment of added Supervisory staffs in Shifts.</td>
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<tr>
<td><strong>For KoneCrane</strong></td>
<td></td>
<td>It should be reduced to at least 45/48 Hours</td>
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<tr>
<td><strong>Provision of clause shall prevail</strong></td>
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<tr>
<td>29</td>
<td>SECTION-III</td>
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<tr>
<td><strong>21.0 ESCALATION CLAUSE FOR OPERATION &amp; MAINTENANCE</strong></td>
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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 respective state Government where machines are deployed. 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

| Is there any Such Gazette Documents which Say – Contractor will always Pay Higher & Principle Employer / CONCOR will always as pay by Lowest of both? |
| CONCOR to also Pay by which-ever is Higher (State or Central). Since Railways is Central Body. |
| 1. Contractor be also Paid ONLY by Central or whichever is Higher. |
| 2. CONCOR is Paying only for Operational Personals (60%) and Not for Technical Personal, who are also working in Contract. Then Escalation back to back be accounted for what CONCOR pays. |
| 3. Escalation must be for All Grades & Not only Semi Skilled (60% Semi Skilled & 40% for Skilled), since now there are hardly any SEMI-SKILLED workman in Contract. Matter of fact – Tender is Signed & handled by Tech Dept of CONCOR, but there is No Wage Increment for Contractor Tech Team. |

 Provision of clause shall prevail
date of tender submission. Escalation of the wages will be applicable for the entire contract period including extension period.

The rate revision would be regulated by the following formula:

\[
\% \text{ Increase/decrease in rates} = \frac{(L1 - LB) \times 100}{LB} \times \frac{60}{100}
\]

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
(c) For subsequent rate revisions on due dates under the contract:

\[
\% \text{ Increase/decrease in rates} = \frac{(L1 - LB) \times 100}{LB} \times \frac{60}{100}
\]

Where

- \(L1\) = 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

**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:

\[
(c ) \% \text{ increase in contract rates} = \frac{(L1 - LB) \times 100}{LB} \times \frac{60}{100}
\]
LB

$L_1 = 125, LB = 100$

$= 15\%$ i.e. an increase of $15\%$ of the originally accepted contract rates on which rate revision is specifically provided for in the contract.

(b) 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 $L_1$, and by applying the same formula, $%$ increase/decrease in rates would be $%$ Increase/decrease in rates i.e

$$\frac{(L_1 - LB) \times 100}{LB} \times (60/100)$$

Section-II, CLAUSE-3.4.3. If the successful tenderer fails to furnish the performance guarantee timely, i.e. within 15 days of award of contract the Earnest Money Deposit shall be liable to be forfeited by CONCOR.

Minimum 30 days is required.

Provision of clause shall prevail
<table>
<thead>
<tr>
<th></th>
<th>Section-II, CLAUSE-7.1</th>
<th></th>
<th>Section-II Clause-7.2</th>
<th></th>
<th>Section-II Clause-10.3.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>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 &amp; 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 &amp; 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.</td>
<td>This amount to keeping the machine in good fettle condition for which 50% of monthly agreed rate should be paid.</td>
<td>In case machine is decommissioned due to major breakdown on account of CONCOR and it is required that repair &amp; 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.</td>
<td>Payment 60% should be paid</td>
<td>Minimum 30 days is required.</td>
</tr>
</tbody>
</table>
(a) The Tender whose Tender is accepted shall be required to appear at the office of the Group General Manager (Technical) Northern Region Container Corporation of India Ltd., ICD Tughlakabad New Delhi in person and submit performance guarantee/security deposit as per tender document within 15 days from the date of issue of NOA/LOI/LOA and subsequently sign the agreement. Failure to do so shall constitute a breach of the contract concluded by acceptance of the tender.

| 34 | **Section-II Clause-**
| 11.4 | CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the same rates, terms & conditions depending upon the requirement of machines for operation & maintenance or any other 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. For example if there are 05 machines in contract then CONCOR may Increase 02 machines.

CONCOR may ………………..02 machines 30 % increase
- “Same rate Which rate existing rate or rate at the time of tender”

Replace line in clause in 11.4 of section-II “CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the same rates, terms & conditions”.
<table>
<thead>
<tr>
<th>Section-II Clause- 11.5</th>
<th>In case CONCOR wants to shift any machine or all machines under the contract to other terminal within the group, then CONCOR shall have the right to shift any machine or all machines under the same contract along with the machine/machines &amp; 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.</th>
<th>O &amp; M charges for the period between decommissioning at one side and commissioning at other location should be paid to the contractor.</th>
<th>Provision of clause shall prevail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section-II Clause- 12.12</td>
<td>Machines will be handed over &amp; taken over in working condition at the beginning &amp; 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</td>
<td>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 &amp; cost. if the reason</td>
<td>Provision of clause shall prevail</td>
</tr>
<tr>
<td>35</td>
<td>To “CONCOR may increase the quantity of machine up to 30% rounded off to next whole number in this contract on the applicable rates, terms &amp; conditions”</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
shall be prepared while taking over the equipment. If any machine is not working at start of contract, the same will be made in working by the contractor only after written permission of CONCOR 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. A check List for handing over and taking over of Reach Stackers is given as Annexure-9.

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.

The Performance Guarantee Bond shall be released only after compliance of the above requirements.

of break down is attributable the CONCOR then recovery from the contractor will not arise
<table>
<thead>
<tr>
<th>Section-II Clause-18.0</th>
<th>Risk of Loss or Damage to CONCOR’s Property</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The equipment are 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 season. In uncovered space maintenance activity is hampered in rainy season.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>Provision of clause shall prevail</td>
</tr>
</tbody>
</table>
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.

In case of any accident, a departmental enquiry will be done and the decision of the committee will be binding on the contractor.

<table>
<thead>
<tr>
<th>39</th>
<th>SECTION-III, CLAUSE</th>
</tr>
</thead>
</table>
| 1.0 WORKSHOP OFFICE AND TOOLS | The tender is for providing professional services for operation and maintenance of 28 Nos. CONCOR Owned Loaded Reach Stackers of Capacity of 45 T x 5 high for handling of loaded 20 ft., 22 ft, 40 ft and 45 ft. length of containers at various terminals of CONCOR in Northern Region as under :-

Group –I : 18 nos. SANY make Reach Stackers in different Terminals of Northern Region of CONCOR i.e. 04 nos. at ICD-Tughlakabad Delhi, 03 nos. at DCT-Okhla Delhi, 04 Nos. at ICD-Dhandari kalan, Ludhiana Punjab, 03 nos.at MMLP/Khatuwas Rajasthan, 02 |

| 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 not be cleaned by cleaning contractor. |
| Provision of clause shall prevail |
nos. at ICD/BGKT Rajasthan and 02 nos. at ICD/KKU Rajasthan.

Group –II:– 03 nos Hyster TIL make Reach stackers i.e 03 nos. TIL Hyster make Reach Stackers at MMLP/Khatuwas Rajasthan,

Group –III:07 nos. Konecranes make Reach Stackers i.e. 02 nos. at ICD /KKU Rajasthan ,01 no at ICD BGKT Rajasthan, 02 nos at DCT/Phillaur Punjab and 02 nos. at RCT/Dhappar Punjab.

The vintage of machines is as under:
Sany Make machines:- All the 18 nos machines -2019 vintage
Kone machines:- All the 7 nos machines -2010 vintage.

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.

<table>
<thead>
<tr>
<th>40</th>
<th>SECTION-III, CLAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3</td>
<td><strong>Scope of maintenance work</strong> – 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</td>
</tr>
</tbody>
</table>

**Note** – It is expected that technical support of OEM may not be available. CONCOR shall not arrange for

OEM will not be able to refuse the technical support to the CONCOR. Provision of clause shall prevail
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.

| 41 | SECTION-III, CLAUSE 
2.3.1 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. | 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. | Provision of clause shall prevail |

| 42 | SECTION-III, CLAUSE 
2.4.5 Washing and cleaning of the equipment during the daily maintenance / preventive maintenance schedule time and also painting of rusted parts/scratches on the body. | Paint & other consumable will be provide by the CONCOR | Provision of clause shall prevail |
<p>| 43 | SECTION-III, CLAUSE | 3.1 Daily Maintenance Period: Each Reach Stacker will be provided with a daily maintenance period of a total of <strong>2 hour in one stretch</strong> 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 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. | 3 hours should be given for 2010, 2017 vintage machine i.e. 01 no Hyster and 07 no. Kone. CONCOR is giving 03 hours per day for daily maintenance of rental machine also. | Provision of clause shall prevail |
| 44 | SECTION-III, CLAUSE | 3.2 Preventive Maintenance: In addition to the above mentioned daily maintenance periods, a period of <strong>10 hours</strong> 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. | As old Hyster &amp; Kone are old machine preventive maintenance period should be revised as fortnightly (15 days) instead of 20 days. CONCOR is giving preventive maintenance every after 07 days for rental machine | Provision of clause shall prevail |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Section-III, Clause-3.6.8 (Point no.13)</th>
<th>Matrix for carrying-out overhaul/major repairing activity: -</th>
<th>We need clarity as what is the responsibility of the contractor the sentence “fitment and repair inside premise is confusion.”</th>
<th>Provision of clause shall prevail</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>All machining work required for repair/reconditioning of sub-assemblies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Health Checkup :- Health checkup of major assemblies i.e Engine &amp; Transmission from OEM /OPM or its authorized dealers. For other sub- assemblies such as Axle, spreader, hydraulic system, boom, chasis and controls by the O&amp; M contractor</td>
<td>Cost of health check should be bear by CONCOR.</td>
<td>Provision of clause shall prevail</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Section-III</td>
<td>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 &amp; repairs will be the responsibility of the Service provider in addition minor consumables as mentioned above.</td>
<td>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.</td>
<td>Provision of clause shall prevail</td>
</tr>
</tbody>
</table>
### SECTION-III Clause

#### 8.0 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 breakdown and preventive checks etc. in the CONCOR’s computer system.

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.

Provision of clause shall prevail

---

#### 11.1 If machine is seized by the local police, Liaisoning / Release of machine from police to be arranged by

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.

Provision of clause shall prevail
contractor, CONCOR will provide required documents if needed for completing the formalities.

### Section-III, Clause

11.3 The maintenance of the equipment has been defined under clause 3.0 Type of Maintenance. In brief, the following periods of maintenance are permitted:

| (i)  | Daily Maintenance period,          | 02 hours |
| (ii) | Preventive maintenance at the interval of 20 calendar days. | 10 hours |
| (iii)| Breakdown maintenance and exigencies per month | 16 hours for Hyster and Sany Make machines and 32 hours for Kone make machine |

Daily maintenance should be 03 hours for 2010 and 2017 vintage machine and preventive should be after 07 days instead of 20 days.

Provision of clause shall prevail
(iv) Periodic maintenance after two years in a block 120 hours

**Notes:**

1. The average monthly & Periodic availability without provision for Periodic maintenance – 87.5% for Hyster and Sany RSTs and 85.3% for Kone make RST machines

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% & For SANY & Hyster TIL make & 82% for Kone make Machines

*This has been stipulated as machines are required to be utilized round the clock for 365 days.*

**Note:** CONCOR can hold monthly meetings with the O & M Contractor to review the actual availability being achieved in the months and to review proposals and programs by which the
51  **Section-III, Clause 21.0 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 respective state Government where machines are deployed. 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.

On page no. 26 of 72 it is mentioned that contact labour (regulation and Abolition) Act, 1970; Rules, 1971, and the Central rules as modified from time to time are applicable to this contract. But in clause no. 21 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

Provision of clause shall prevail.
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 rate revision would be regulated by the following formula:

For first rate revision on due dates under the contract:

\[
\% \text{ Increase/decrease in rates} = \left( \frac{L1 - LB}{LB} \right) \times 100 \times \frac{60}{100}
\]

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

(d) For subsequent rate revisions on due dates under the contract:

\[
\% \text{ Increase/decrease in rates} = \left( \frac{L_1 - LB}{LB} \times 100 \right) \times \left( \frac{60}{100} \right)
\]

Where

• 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

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 =\( \frac{(L_1 - LB) \times 100}{LB} \times (60/100) \)

\[ L_1 = 125, LB = 100 \]

= 15% i.e. an increase of 15% of the originally accepted contract rates on which rate revision is specifically provided for in the contract.

(c) 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 \( L_1 \), and by applying the same formula, % increase/decrease in rates would be % increase/decrease in rates i.e

\[ = \frac{(L_1 - LB) \times 100}{LB} \times (60/100) \]

We have downloaded the tender document as we wish to participate in the subject tender.

Our points for discussion are as under which may kindly be taken up in the pre bid meeting to be held on 14.3.2019 at ICD-Tughlakabad New Delhi.

Clause 4.2 of Section-II of the tender document provide that the Tenderers who are constituents of a Firm, Company and Association shall submit.
For such high value tender floated by public sector undertakings there should be clause for giving opportunity in the form of Joint Venture which is the practice of the trade and direction from various government agencies in order to encourage wider participation. CONCOR also follows the same in H & T contract.

In view of the above it is requested that joint venture participation/back to back tie up may kindly be included in the present tender.

We hope the above issues will be taken up in the pre bid meeting and a suitable amendment issued in the form of corrigendum for wider participation and financial benefit to Container Corporation of India Limited.

attested copies of the constitution of their concern, power of attorney and partnership deed with their tender.

Micro and Small enterprises and also allowed as per clause 2.3.1 of Section – II

Clause 1.1 of Section-II provides invitation from from established, experienced and reliable firms/service providers registered or have worked with Railway/CPWD/MES/PWD/Other Government/reputed private organizations.

No back to back tie up is accepted.