

**CONCOR
SOUTHERN REGION**

Dated 27.07.2020

CORRIGENDUM/CLARIFICATION - I

Minutes of pre-bid meeting for on-line open e-tender floated for Providing Professional Services for Operation and Maintenance of Loaded Reach stackers (45Tx5High) i.e., 03 nos. TIL make at ICD/TNPM and 02 nos. TIL Make at PSCT/HOM, Chennai.

NIT No.CON/SR/TECH/RST/O&M/TNPM&HOM/0720/04

The pre-bid meeting was held on 20.07.2020 at 15.00 hrs at Southern Regional office, Chennai as per tender conditions. The details of queries, clarification & tender conditions are tabulated as under :

Sl. o.	Tender Clause	Clause Description	Queries raised by the firms	Reply/Clarifications
1	Clause no.2.(b) of section-II	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 Rs.1,37,15,000/-. The audited balance sheet including Profit & Loss Statement of the company for the last three Financial Years i.e.2016-2017, 2017-2018, 2018-2019 ending the 31st March of the previous financial year shall be submitted along with the bidding documents.	The bidder sought clarification that whether the requirement of average annual turnover of Rs.1,37,15,000/- during last three year for a tender of 5 machines justified where as in another tender O&M of your company for 10 machine the average annual turnover was Rs.52,16,544 vide tender no.CON/T/NR/TKD & Sonipat /RST/2020. This higher turnover limit will restricts any vendor from participating though they have good expertise and competitive rates. We, request you to lower the average annual turnover limit for a wider, healthy and competitive participation.	Provision of tender clause shall prevail.
2	Clause no.15. 6 of section -II	CONCOR will have the right to recover any over payment which might have been made to the contractor by CONCOR through inadvertence, error, etc. or any cause whatsoever from operation & maintenance bills and from the performance security deposit or any other amounts due to him. In the event of any such recoveries/ adjustments being made from the performance security deposit, the contractor shall at once make good deficiency in the amount of performance security deposit within thirty (30) days of the payment to this effect, failing which CONCOR will be at liberty to deduct the said	1. Any deduction to be discussed mutually and agreed between both the parties. 2. Timeline for such claim to be defined.	Provision of tender clause shall prevail.

		amount from his future bills.		
3	Clause no.18.0 of section -II	<p>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 of 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.</p>	<p>1. What will be minimum amount that can be claimed from insurance under companies Insurance policy? So that Service provider will try to cover such losses through additional insurance. 2. What will be maximum liability on the service provider?</p>	<p>This cannot be ascertained which depends on case to case basis. However provision of tender clause shall prevail.</p>
4	Clause no.22 of section -III	<p>TERMINATION OF THE CONTRACT</p> <p>22.1TERMINATION FOR DEFAULT AND UNSATISFACTORY PERFORMANCE – CONCOR may, without prejudice to any other remedy for breach of contract, by written notice of 30 days of default/ unsatisfactory performance, terminate the contract in whole or part: -</p> <p>(a) If the contractor repeatedly fails to achieve the specified availability, move per hour and carry out proper maintenance as per details given in clause 12.0 and clause 18.0 as above in the terms and condition.</p> <p>(b) On account of any failure at any time on the part of Contractor to comply with the terms and conditions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final)</p> <p>(c) If the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>22.2 In the event CONCOR terminates the Contract in whole or in part, it shall:</p> <p>(a) Forfeit the performance guarantee for operation & maintenance.</p> <p>(b) Get the balance/remaining work done by making alternative arrangements as deemed</p>	<p>This contract involves almost 100% fixed cost (no variable cost) hence Service provide should be allowed to withdraw from contract if in case the equipment's are decommission for period more than 30 days (or CONCOR can define a time line). Running contract with 10% contract payment will result the loss for service provider (for no mistake of service provider).</p>	<p>Provision of tender clause shall prevail.</p>

		necessary and until such time CONCOR is able to appoint a new Contractor; and (c) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done which CONCOR may sustain as a consequence of such action.		
5.	Clause no.17. 1 of section -II	In the event of any unforeseen event directly interfering with the execution of O&M contract arising during the currency of the contract, such as war, hostilities, riots, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, or acts of God, failure of electricity, non-availability or inadequate availability of cargo, the Service Provider shall, within 72 hours from the commencement of such causes and upon its termination, notify the same in writing to CONCOR with reasonable evidence thereof.	FORCE MAJEURE - The parties are aware that the Corona virus COVID-19 ("Corona virus") was declared a global pandemic by the World Health Organization on March 11th, 2020. The Corona virus may impact the normal execution and performance of this Contract. In case the Corona virus has an impact on the performance of this Contract by the Service Provider, the Service Provider shall (i) notify the CUSTOMER in writing without delay and (ii) be entitled to a reasonable extension of time on its performance obligations under this Contract. The Coronavirus is not considered as Force majeure event anymore and may impact the Contract.	In the clause the word Quarantine restriction is already written. Provision of tender clause shall prevail.
6	Clause no.19. 4 of section -II	The Service Provider shall indemnify and keep CONCOR indemnified and harmless against all actions, suits, claims, demand costs charges or expenses arising out in connection with any accident, death or injury, sustained by any person or persons within CONCOR's premises and any loss or damage to CONCOR's property sustained due to the acts or omissions of the Service Provider irrespective of whether such liability arises under the workman's compensation act or the fatal accident act or any other statute in force from time to time.	Service Provider's liability to indemnify the customer should be subject to Service provider's negligence and overall limitation of liability.	Provision of tender clause shall prevail.
7	Clause no.21. 1 & 21.1(c) of section -II	21.1- CONCOR may at any time, by notice in writing, summarily terminate the contract without compensation to the Service Provider in any of the following events, that is to say : (c) If the Service Provider commits any breach of the Contract not herein specifically provided for.	Service Provider can accept the termination but then Service Provider should have the opportunity to rectify the breach before termination, this is beneficial for both	Provision of tender clause shall prevail.
8	Clause no.22. 1 of section -III (b)	TERMINATION FOR DEFAULT AND UNSATISFACTORY PERFORMANCE	Service Provider can accept the termination but then Service Provider should have the opportunity to rectify the breach before termination, this is beneficial for both	Provision of tender clause shall prevail.

	& (c)	<p>(b) On account of any failure at any time on the part of Contractor to comply with the terms and conditions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final)</p> <p>(c) If the Contractor fails to perform any other obligation(s) under the Contract.</p>		
9	-	General point - whole contract	In no event shall the Service Provider's total liability under the contract exceed 100% of the annual contract value. Service providers overall liability should be limited in order to control the risks.	Provision of tender clause shall prevail.
10	Clause no.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.	The bidder sought clarification that they engages personnel in accordance with Labour laws where in 60 days' notice period is required to terminate the personnel. We request CONCOR 60 days notice period. As per labour Law the principal Employer also responsible for any termination worker.	Provision of tender clause shall prevail.
11	Clause no.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.	Require at least 20 days to get the personnel for Recommissioning.	Provision of tender clause shall prevail.
12	Clause no.7.2 of section-	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	As Per labour law we need to pay the Salaries on monthly basis for the workers . These Workers are working on Monthly basis and not on daily basis.	Provision of tender clause shall prevail.

	II	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	Require 100 % payment.	
13	Clause no.8.1 of section-II	The bidder shall quote monthly rate per loaded reach stacker/per month for O&M of Reach Stackers for location as specified 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.	GST invoices are deposited on whole company transaction basis depending on different periods. GST bill & link is proof enough.	Provision of tender clause shall prevail.
14	Clause no.10.1.3 of section-II	No deviation whatsoever is permitted by CONCOR to the provisions relating to the following clauses (important provisions). a) Resolution of Disputes (Clause 23 of Section-III) b) Unsatisfactory Performance and Consequences thereof (Clause 18 of Section-III) c) Payment (Clause 15 of Section II) d) Performance Security Deposit (Clause-12 of Section-II)	Payment of Bills - GST /Deductions etc needs deviations	Provision of tender clause shall prevail.
15	Clause no.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 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.	Need one month notice from the month ending so as to look / plan for the manpower.	Provision of tender clause shall prevail.
16	Clause no.11.5.0 of section-II	In case CONCOR wants to shift any machine or all machines under the contract to other terminal within the cluster/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	Different places have different costs & expenses. Site shifting attracts new capital tool & establishment expenses. As per Minimum wages act -- rates differ from state to state.	Provision of tender clause shall prevail.

		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		
17	Clause no.12 & 12.1 of section-II	<p>PERFORMANCE SECURITY DEPOSIT</p> <p>Clause 12.1 The Tender whose tender is accepted shall be required to appear at the office of the Container Corporation of India Ltd, Southern Regional office, Chennai, for ICD/TNPM & PSCT/HOM terminals in person and submit performance security deposit of 30 days of average anticipated value of contract, subject to maximum of Rs.25 lakhs. 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 security deposit will be Rs.25 lakhs. The performance security deposit shall be submitted within 30 days from the date of issue of NOA/LOI/LOA in the form of an irrecoverable Bank Guarantee issued by any Nationalized/Scheduled Commercial Bank in India. The performance security deposit should be issued in favour of Container Corporation of India Ltd., Southern Region as per format given in Annexure-I. 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 Chennai. He may subsequently sign the agreement. Failure to do so shall constitute a breach of the contract concluded by acceptance of the tender.</p>	It should be same as that of last tender 10% of the contract value or Rs 25 L whichever is minimum. Security deposit is to be one time for the contractual period.	Provision of tender clause shall prevail.
18	Clause no.12.2 of section-II	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	36 Month contract with max 4 months extension = 40 months .	Provision of tender clause shall prevail.

		rights and remedies available under law.		
19	Clause no.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.	The bidder stated that, recruits the desired manpower from the start. Hence they Limited request 100% payment.	Provision of tender clause shall prevail.
20	Clause no.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.	At the end of this contract machine shall have completed a life of 8 years and the majority of the assemblies nearing major Overhauling period.. Moreover repair of the machines is in the scope of CONCOR and vendor cannot be held responsible for this. Thus this is not acceptable.	Provision of tender clause shall prevail.
21	Clause no.12 .6 of section-II	The Performance Guarantee Bond shall be released only after compliance of the above requirements.	Not acceptable due to reason mentioned above	Provision of tender clause shall prevail.
22	Clause no.15.2 (ix) of section-II	(ix) Contractor shall issue invoice in the legally defined time frame after filling in the details correctly, will pay GST in respect of services provided in time and will file the returns timely and accurately. Payment of GST portion will be released after the credit of GST allowed in the electronic credit ledger of CONCOR	Continue with present day practice,	Provision of tender clause shall prevail.
23	Clause no.15.7 (B) of	GST, as applicable, will be reimbursed to the contractor on submission of documentary	Conveyed the non-acceptability	Provision of tender clause shall prevail.

	section-II	<p>evidence. The contractor, after payment of the GST to the concerned authorities, shall submit the Challan as a proof of deposit of GST or certificate from chartered accountant certifying proof of deposit of GST as per provision of law to Terminal on a month-to-month basis.</p> <p>Note:</p> <p>A. The billing cycle for O & M work of reach stacker would be monthly basis i.e. bill would be submitted for the period from the 1st (first day) to the last day of the month.</p> <p>B The GST for the first month O&M bill at each terminal would be made without documentary proof of payment and contractor shall be submitted proof of GST submission before the bill of subsequent month.</p> <p>C. 80% of the billed amount for the completed O & M billing cycle would be done as 'on account' basis on discretion of Regional Head of Southern Region.</p>		
24	Clause no.16.2 of section-II	The submission, receipt and acceptance of such reports shall neither prejudice the rights of CONCOR under the contract, nor shall operate as an estoppels against CONCOR merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.	Not agreed as even after reporting /intimating, if some corrective actions are not taken, contractor cannot be held responsible	Provision of tender clause shall prevail.
25	Clause no.17.2 of section-II	Unless otherwise directed by CONCOR in writing, the Service Provider shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevent by the force majeure event.	Not acceptable.	Provision of tender clause shall prevail.
26	Clause no.17.3 of section-II	<p>If the force majeure conditions(s) mentioned above be in force for a period of 30 days or more at any time, CONCOR shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the Service Provider in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.</p> <p>Strikes at the premises of OEM of the equipment or supplier of critical sub assemblies such as</p>	Not agreed, as a contract involves recruitment of workmen and in case of termination of contract total responsibility of payment of dues etc. shall lie on vendor as per Labour Laws.	Provision of tender clause shall prevail.

		engine, transmission, hydraulic system etc. will not be considered as “Force Majeure”.		
27	Clause no.17.4 of section-II	CONCOR shall have the absolute right to suspend handling on any day or number of days due to Force Majeure condition mentioned in Clause-17.1. In such a case, the Service Provider shall have no right to claim from CONCOR any compensation, damage loss etc. whatsoever in connection with the suspension of work.	Not Agreed, should also have the right to suspend / terminate under force major clause without any loss of security deposit .	Provision of tender clause shall prevail.
28	Clause no.18 of section-II	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 of 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.	Contractor is merely man power & technical service provider and should not be liable to penalise because of something which is not in our control i.e., failure of brake system, hydraulic system or tyre burst	Provision of tender clause shall prevail.
29	Clause no.23 of section-II	After expiry of contractual period the machines shall be handed over back to CONCOR in working order. Any machine not in working order has to be clearly on account of reasons not directly attributable to the Contractor. The decision of Regional Heads in this aspect would be binding on the Contractor. The Performance Guarantee Bond shall be released only after compliance of the above requirements.	Vendor’s responsibility is limited to the maintenance of the machine only.	Provision of tender clause shall prevail.
30	Clause no.27 of section-II	CONCOR has an insurance cover under “Comprehensive Package Insurance Policy”. Any claim on account of Service Provider and for which the claim is not acceptable by the Insurance Company, shall be on the part of Service Provider. Loss of earning, loss by delay, loss of market or other consequent or indirect loss or damage shall not be recovered from Service Provider.	Not acceptable. Insurance company does not pay full amount and the agency does not get paid for the parts & labor expenses.	Provision of tender clause shall prevail.

31	Clause no.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.	Clause not clear	OEM (original Equipment Manufacture) means the original manufacturer of Reach Stacker (RST). There is no ambiguity in the clause therefore, further clarification is not required and provision of tender clause shall prevail.
32	Clause no.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 troubleshooting shall be on Contractor's account.	In case if contractor has an expert on the subject for the major aggregates like engine, transmission, it will be done through him.	Provision of tender clause shall prevail.
33	Clause no.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 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.	To be recorded & signed so that failures /accidents will be linked.	Provision of tender clause shall prevail.
34	Clause no.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.	It should be minimum 32 hours per month as the machines is getting older by 4 years	Provision of tender clause shall prevail.
35	Clause no.3.5 of section-III	Periodic maintenance – During the period of the contract, each machine shall be attended for a periodic Maintenance once in two years, for which a 120-hour block shall be provided. The works to be carried out and dates for the same will be decided by CONCOR in consultation with successful bidder.	After submission of parts list CONCOR shall place the order within a specific timeline	Provision of tender clause shall prevail.

36	Clause no.3.6 of section-III	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 -	After submission of parts list CONCOR shall place the order within fixed timeline. Major Overhaul for engine, transmission, electrical assemblies, braking system cannot be completed in 12 days, will take 30 days minimum. 3 years from when? Since commissioning or since contract. When it is not clear	Provision of tender clause shall prevail.
37	Clause no.3.6.2 of section-III	The complete overhauling of transmission and repair shall be carried out by contractor: The O&M contractor shall be responsible for its removal, dismantling, assembling and fitment in machine. However total material required for overhauling and repair shall be provided by CONCOR.	Transmission OH is not possible at site due to various reasons. During the course of major overhauling monthly service charges should not be deducted	Provision of tender clause shall prevail.
38	Clause no.3.6.6 of section-III	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.	Is not possible to OH Pumps, Engine, Transmission as it required extremely closed and clean environment. Also special tools to do OH of Sub-assemblies. CONCOR to get it done from OEM at their cost	Provision of tender clause shall prevail.
39	Clause no.3.6.8 of section-III and clause no.4.2 of chapter -III	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.	Is not possible to OH Pumps, Engine, and Transmission as it required extremely closed and clean environment. Also special tools to do OH of Sub-assemblies. Requires labour expenses & logistics expenses	Provision of tender clause shall prevail.

		<div>Matrix for carrying-out overhaul/major repairing activity:-</div> <table><tr><th>S. no.</th><th>Description</th><th>Material Cost</th><th>Labour Cost</th></tr><tr><td>2</td><td>Complete overhaul of the transmission System</td><td>CONC OR</td><td>Contractor</td></tr><tr><td>3</td><td>Complete Overhaul of Hydraulic Pumps</td><td>CONC OR</td><td>Contractor</td></tr><tr><td>16</td><td>Tool & Plant for repair and Maintenance</td><td></td><td>Contractor</td></tr></table> <div>4.2- Except schedule major overhauling of engine as per OEM, all other failures if any should be attended by the contractor. e.g. in case there is (i) head gasket leakage of engine, it has to be replaced by the maintenance team of the contractor. It is the contractor's responsibility to get it attended by his maintenance team.</div>	S. no.	Description	Material Cost	Labour Cost	2	Complete overhaul of the transmission System	CONC OR	Contractor	3	Complete Overhaul of Hydraulic Pumps	CONC OR	Contractor	16	Tool & Plant for repair and Maintenance		Contractor		
S. no.	Description	Material Cost	Labour Cost																	
2	Complete overhaul of the transmission System	CONC OR	Contractor																	
3	Complete Overhaul of Hydraulic Pumps	CONC OR	Contractor																	
16	Tool & Plant for repair and Maintenance		Contractor																	
40	Clause no.3.6.3 of section-III	Complete overhaul of the brake system: Material shall be responsibility of CONCOR & overhauling shall be done by O&M contractor.	In case machine remains under B/D because of non-availability of parts, it will be to CONCOR's account	Provision of tender clause shall prevail.																
41	Clause no.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 machine shall be added to the	Machine should not be considered under B/d as vendor has to pay for the salaries etc. regularly even when the machine is out of operation	Provision of tender clause shall prevail.																

		list of machines under O & M when operations &/or maintenance work is started.		
42	Clause no.4.2 of section-III	Except schedule major overhauling of engine as per OEM, all other failures if any should be attended by the contractor. e.g. in case there is (i) head gasket leakage of engine, it has to be replaced by the maintenance team of the contractor. It is the contractor's responsibility to get it attended by his maintenance team.	Not agreed. CONCOR to get it done from OEM of the engine. ECM , Injector replacements require OEM visits for calibration etc. M/S ONCOR has to make the additional payment for visit of engineers	Provision of tender clause shall prevail.
43	Clause no.5.1 of section-III	<p>The following service supported equipments shall be provided by contractor for maintenance of Reach stackers. In case CONCOR provides any of the below mentioned facilities, it would be on a chargeable basis as decided by CONCOR.</p> <ul style="list-style-type: none"> • 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. 	Crane, forklift shall be arranged as and when required basis. Rates to be conveyed by CONCOR so that agency to calculate the costs for OH & Major OH	Arrangement of equipment like crane, fork lift, sling ropes etc., shall be made available by contractor on need basis for maintenance. Other Equipment/tools be positioned at site.
		<ul style="list-style-type: none"> • Arrangement of equipment like crane, fork lift, sling ropes etc., 	Word etc to be removed as creates confusion and goes against agency	Provision of tender clause shall prevail.
44	Clause no.7.1 of section-III	<p>7.0 –Spare Parts 7.1 CONCOR will provide all spares, consumable, POL etc. required for machine as under:</p> <ul style="list-style-type: none"> • Spare / service parts for regular and scheduled preventive maintenance. • Spare Parts for break down maintenance, • Spare Parts for repairs, • Spare Parts for corrections/modifications, of machine • Spare Parts for consumption during the normal uses • Spares parts for overhauling of machine. However, the responsibility for mounting, dismounting and repairs shall be with the contractor. For example, tyres will be provided by CONCOR; and removal and fitment is to be 	CONCOR shall have to provide spares timely to ensure proper maintenance of machines and prevent B/D	Provision of tender clause shall prevail.

		done by contractor.														
45	Clause no.7.2 of section-III	Availability of Spares– CONCOR will provide the spare parts. The contractor shall prepare a list of spares parts including periodic change items like filters etc required for the next six month maintenance of machines with the technical specifications in consultation with CONCOR’s officials for smooth operation.	CONCOR shall have to provide spares timely to ensure proper maintenance of machines and prevent B/D	Provision of tender clause shall prevail.												
46	Clause no.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.	It will be responsibility of CONCOR	Provision of tender clause shall prevail.												
47	Clause no.11.3 of section-III	<div><div>The maintenance of the equipment has been defined under clause 3.0 Type of Maintenance. In brief, the following periods of maintenance are permitted: -</div><table><tr><td>(i)</td><td>Daily Maintenance period,</td><td>02 hours</td></tr><tr><td>(ii)</td><td>Preventive maintenance at the interval of 20 calendar days.</td><td>10 hours</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 lock</td><td>120 hours</td></tr></table><div>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. Note: CONCOR can hold monthly meetings</div></div>	(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	(iv)	periodic maintenance after two years in a lock	120 hours	To be increased to 32 hours, owing to the age of the machines	Provision of tender clause shall prevail.
(i)	Daily Maintenance period,	02 hours														
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(iv)	periodic maintenance after two years in a lock	120 hours														

		with the O & M Contractor to review the actual availability being achieved in the months and to review proposals and programs by which the maintenance contractor intends to achieve or maintained the desired availability.		
		Notes: 1.The average monthly & Periodic availability without provision for Periodic maintenance – 87.5 %	It should be lowered than 87.5% since exigency hours proposed to be increased to 32 hours per month	Provision of tender clause shall prevail.
48	Clause no.11.5 of section-III	Moves Per hour - Moves per hour shall be calculated on every month on each machine and it should be 12 moves per working hours.	There should not be pressure on vendor to make more moves beyond mentioned in tender. Lesser moves depend on stacking area, road conditions, area of movement	Provision of tender clause shall prevail.
49	Clause no.11.6 of section-III	Total Breakdown time – Total breakdown time in a month of any machine on contractor account should be equal or less than 16 hours.	To be increased to 32 hours, owing to the age of the machines	Provision of tender clause shall prevail.
50	Clause no.17.0 of section-III	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. 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.	Idle hour should be calculated as available hours as machine is ready for operation but no work load. Naturally its available hours only. Idle hours is machine is up condition	Provision of tender clause shall prevail.
51	Clause no.18.1 of section-III	Non-availability of Reach Stackers beyond the 16 hours, exigency breakdown time and calculation for Damage charges for non-availability - For non-availability of Reach stacker beyond period specified in sub clauses of clause 3.0 above in a calendar month, pro-rata deduction shall be made. Pro-rata rate will be worked out as under: Monthly operation and maintenance cost for machines after price escalation, if any Pro-rata Rate (PR) = ----- ----- Planned available hrs during the month (PH)	To be increased to 32 hours, owing to the age of the machines	Provision of tender clause shall prevail

		<p>The method for calculation of payment for the operation and maintenance of the machines shall be as under: -</p> <ul style="list-style-type: none"> Planned available hour per machine (PH) = Total days in a month x 24 – {total daily maintenance hours + total preventative maintenance hours} in the month Breakdown shall be calculated as under :- <ol style="list-style-type: none"> Total Breakdown hours (A)=Total hours for which machine was under breakdown Allowed Exigency hours (B)= Maximum 16 hours per machine per month Breakdown on account of CONCOR (C)= The hours of breakdown attributed to CONCOR which shall be certified by technical representative of Terminal Net Breakdown hours (D) = A-B-C i.e. Total Breakdown hours- Exigency hours- Breakdown on CONCOR Account Net Payment (P)= (PH- Net Breakdown Hours D) X PR <p>Note:</p> <p>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.</p>		
52	Clause no.20 of section-III	<p>Safety Related Performance Indicators - The contractor will perform the services as guided by the contract in a safe and efficient manner. Any safety related incidents will be recorded and deductions will be imposed on the contractors apart from the compensation damages as applicable. Contractor would be responsible for safe operation and will have to bear liability for claims suffered by CONCOR on this account. The accident/damages include but are not limited to: -</p> <ul style="list-style-type: none"> Sideswiping of Containers Toppling of Containers Not performing Reach stackers pre-operations checklist Mishandling of Reach stackers 	CONCOR & O&M to be responsible for safety. Security, Road condition, proper rack planning are safety aspects which CONCOR to follow also.	Provision of tender clause shall prevail

		<ul style="list-style-type: none"> Injury to staff 		
53	Clause no.21 of section-III	<p>21.0 - ESCALATION CLAUSE FOR OPERATION & MAINTENANCE</p> <p>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: -</p> <p>For first rate revision on due dates under the contract:</p> $\% \text{ Increase/decrease in rates} = \frac{(L1 - LB) \times 100}{LB} \times (60/100)$ <p>Where</p> <p>L1 = new rate after change for semi-skilled labour category</p> <p>LB = Base rate, i.e. rate effective on date fifteen (15) days prior to the date of tender submission for semi-skilled</p>	Govt. escalation is supported with 60%. Why Request full amount support.	Provision of tender clause shall prevail

		<p>labour category</p> <p>For subsequent rate revisions on due dates under the contract:</p> $\% \text{ Increase/decrease in rates} = \frac{(L1 - LB) \times 100}{LB}$ <p>Where</p> <p>L1 = new rate after the latest change in labour rates for semi-skilled labour category</p> <p>LB = Base rate, i.e. rate worked out after the previous labour rate increase</p> <p>Illustration:</p> <p>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, %(percent) increase in contract rates will be as under: -</p> $(c) \% \text{ increase in contract rates} = \frac{(L1 - LB)}{LB} \times 100 \times \frac{60}{100}$ <p>L1= 125, LB = 100</p> $= 15\% \text{ i.e. an increase of 15\% of the originally accepted contract rates on which rate revision is specifically provided for in the contract.}$ <p>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 = $\frac{(L1 - LB)}{LB} \times 100 \times \frac{60}{100}$.</p>		
54	Clause no.22 of section-III	<p>22.0 TERMINATION OF THE CONTRACT</p> <p>22.1 TERMINATION FOR DEFAULT AND UNSATISFACTORY PERFORMANCE – CONCOR may, without prejudice to any other remedy for breach of contract, by written notice of 30 days of default/ unsatisfactory performance, terminate the contract in whole or part: -</p>	One sided. Agency also has the right to terminate against non payment, force majeure clause, local harassment.	Provision of tender clause shall prevail

		<p>(a) If the contractor repeatedly fails to achieve the specified availability, move per hour and carry out proper maintenance as per details given in clause 12.0 and clause 18.0 as above in the terms and condition.</p> <p>(b) On account of any failure at any time on the part of Contractor to comply with the terms and conditions of this contract to the satisfaction of CONCOR (who shall be the sole judge and whose decision shall be final)</p> <p>(c) If the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>22.2 In the event CONCOR terminates the Contract in whole or in part, it shall:</p> <p>(a) Forfeit the performance guarantee for operation & maintenance.</p> <p>(b) Get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time CONCOR is able to appoint a new Contractor; and</p> <p>(c) recover from the contractor any extra expenditure incurred by CONCOR in getting the work done which CONCOR may sustain as a consequence of such action.</p>		
55	Admin Exp	<p>No clause – General Query</p> <p>Site office Rent, Sweeper wages, Packaged Drinking Water, Transportation of diesel and parts between site, Harbour Entry Pass, Casualties of workers and accident insurance are currently born by the agencies</p>	As a principle employer, CONCOR need to take care of all these expenses and need to provide basic amenities like wash rooms.	The price to be quoted by the bidder shall inclusive of all expenses to operate the contract. However CONCOR will facility basic amenities to operate this contract.

56	Clause no.21 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/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: -	There is a chance to misinterpretation in this clause. Shops and Establishments Act is under purview State Government. There is no such act comes under Central Government. It should be replaced with Rate of Minimum Wages notified by Central Govt. Whenever.	Provision of tender clause shall prevail
57	Minimum Wages	Minimum Wages	Normally Central Govt. issues Notification on Minimum Wages every six months. Rate of MW notified is implemented based on category of workers such as unskilled, Semiskilled, Skilled and high Skilled as per agreement signed.	Provision of tender clause shall prevail
58	Clause no.15 of section-II	15.0 PAYMENT TERMS 15.1 The contractor will be paid on monthly bill basis (pro-rata) as per accepted monthly rate for operation & maintenance for each reach stacker.	Payment is at present released by CONCOR after submitting all required documents on monthly basis. Making monthly payment into fortnight or advance payment will support cash flow and tilde over a smooth salary disbursement to workers in time.	Provision of tender clause shall prevail
59	Clause no.15.2 of section-II	15.2 The contractor will submit their monthly bill along with the following documents. (i) Bill in original. (ii) Challan copy of PF, ESI and documents	Payment is made only after submitting all documents mentioned in this clause. We will be able to submit all documents provided we settle salary invoices of Genius consultants in time.	Provision of tender clause shall prevail

		<p>pertain to GST deposition.</p> <p>(iii) Certified copy of wage register / wage payment / wage disbursement particulars.</p> <p>(iv) Summary sheet of performance of individual equipments, i.e., daily and preventive maintenance schedule certified by technical officials / authorized persons of CONCOR.</p> <p>(v) Joint daily report of working of reach stackers by nominated officials e.g., equipment controller (ECR) and co-ordinator.</p> <p>(vi) Details of Damage charges imposed if any.</p> <p>(vii) Checklist for bills.</p> <p>(viii) The contractor should submit an undertaking stating that they have submitted the contribution towards the PF and ESI in the individual names of staff as listed in the wage register. And also submit the copy of ECR for PF.</p> <p>(ix) Contractor shall issue invoice in the legally defined time frame after filling in the details correctly, will pay GST in respect of services provided in time and will file the returns timely and accurately. Payment of GST portion will be released after the credit of GST allowed in the electronic credit ledger of CONCOR.</p>		
60	Clause no.7.0 of section-II	<p>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>No payment will be made for decommissioning machines.</p> <p>As per norms of labour Act, we need pay salary to workers engaged. As a practice we need to serve notice to workers at least 3 months before on their exist.</p>	Provision of tender clause shall prevail
61	Clause no.21 of section-III	<p>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</p>	Escalation under Shops and Establishment	Provision of tender clause shall prevail

		<p>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: -</p> <p>.....</p>		
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The other terms and conditions of the above e-tender remains the same.

Note: The bidders are advised that the above are to be read along with other relevant terms & conditions of the tender. Bidders may kindly take cognizance of this clarification while submitting their bids. The clarifications/corrigendum should be submitted along with the e-bid duly signed and stamped by the authorized signatory of the bidder firm. This may please be noted by all the prospective bidders.

Sd/- Executive Director/SR