CORRIGENDUM-2

CORRIGENDUM-2 to Container open Tender No.CON/T/DCONT/20FT/HCEO/6000/2021 for supply of 6000 nos. 20FT HCEO 34T container through Indigenous Container Manufacturer is issued for:-

1. Issued this Amendment - 1 to 7 of the tender clause,

Amendment No.	Clause and Section of Tender	Amendment
1.	Point no. 2 of Clause 1 of section - I	Amended as under:-
		Estimated Cost for 6000 Containers:- Rs. 212.86 Crore (Incl. of all) i.e. Cost of the containers inclusive of Freight, Insurance & Taxes.
2.	Point no. 8 & 9 of Clause 1 of section - I	Amended as under:-
		Rescheduling of last date of submission and opening of the bids is as under:-
		Last Date and time for submission of Bid:- 02.08.2021 upto 18:00 Hrs.
		Date and time of opening of Bid:- 03.08.2021 at 12:00 Hrs.
3.	Clause 25.0 of Section-II	Amended as under:-
		25.0 Distribution of Quantities:-
		CONCOR have decided in advance that a minimum developmental order of 1000 nos. Containers (i.e. 20 Ft High Cube End Open Containers 34T) each shall be distributed amongst maximum of 6 successful bidders who have quoted the lowest
		rates.
		On the basis of the rates quoted by the bidders, inter-se position will be made as L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8 so on.
		Lowest rates received in the price bids will marked as L-1.
		When the quoted/negotiated rates of L-1 is found reasonable, then the counter offer at the rates of L-1 will be given to L-2, L-3, L-4, L-5 & -L6 bidders which has been elaborated below:-
		(1) <u>Scenario-I:</u> Total bidders (technically suitable) are more than or equal to 6: When the quoted/negotiated rates of L-1 is found reasonable, then counter offer will

be given to the L-2, L-3, L-4, L-5 & L-6 to match the L-1 rates. Subject, to their acceptance to match the L-1 rate, quantity will be distributed among the bidders as per the below table.

Position of the bidder as per the	Quantities Distribution of Containers
quoted rates	(In nos.) between the bidders
Lowest Bidder (L-1)	1000 nos.
2 nd Lowest Bidder (L-2)	1000 nos.
3 rd Lowest Bidder (L-3)	1000 nos.
4 th Lowest Bidder (L-4)	1000 nos.
5 th Lowest Bidder (L-5)	1000 nos.
6 th Lowest Bidder (L-6)	1000 nos.

If L-2 and/or L-3 and/or L-4 and/or L-5 and/or L-6 not accepted the counter offer, then the quantity of 1000 each containers shall be distributed to the next higher bidder in the inter se ranking i.e. L-7 then L-8 etc. till the allocation of full quantities.

(2) <u>Scenario-II</u>: Total bidders (technically suitable), are less than or equal to 5:

When the quoted/negotiated rates of L-1 is found reasonable, then counter offer will be given to the L-2, L-3, L-4 & L-5 to match the L-1 rates. Subject to their acceptance to match the L-1 rate, quantity of 1000 nos. each first will be distributed as per the above table. In both the above scenarios after the distribution of quantities, if any quantity still remains undistributed then the same shall be distributed (at L-1 Price) among the qualified bidders equally (including L-1 bidder) who have accepted the above distributed quantities.

CONCOR reserve the right to increase the quantity over and above the quantities as specified in the above table, subject to the acceptance of the Supplier. For the increased quantity delivery period (Section-IV) shall be suitably extended i.e. Delivery Period for the increased quantity will be commenced after the completion of D+450 days and for increased quantity delivery of Container shall be minimum @100 Containers per month.

		Note:- (a) Bidders have to accept the quantities in full as proposed by CONCOR, acceptance of part quantity by the bidders will not be permitted. (b) Quantities may vary due to implementation of MSE guidelines as indicated in Clause 14.3 of Section-II, However the following will be ensured: (i) The minimum ordered quantity per bidder will be 1000. (ii) The ordered quantity will be equal for each of the bidders (MSE or non MSE) on whom the orders are finally placed. (iii) In case of more than one bidder eligible for consideration for placement of order under MSE purchase preference policy, the 25% quantity shall be shared equally amongst such MSEs, subject to the condition that each order is not less than 1000. For Example: If there are 3 MSE bidders (M1, M2 & M3) eligible for consideration for purchase preference then quantity ordered will be: M1-1000, M2-1000, M3-Nil.
4.	Para 2 of Clause 13.2 of Section - V	Para 2 of clause 13.2 of Section –V: "Each assembled corner post structure will have tension test with 15,240 kgf after welding in the construction line" Amended as under:- Each assembled corner post structure will have tension test with 17,000 kgf after welding in the construction line.
5.	Clause 1.0 of Section - IV	Amended as under:- 1.0 DELIVERY PERIOD (SHIPMENT SCHEDULE) – The delivery schedule would be as under:- • Commencement of Supply: D* + 150 Days • Completion of Supply: - D* + 450 Days

		*"D" is the date of issue of Notification of Award. Note:- Design approval and other activities are to be completed within 150 days of
		issue of Notification of Award.
6.	New Clause: Clause 26.0 of Section-II	Any firm on whom CONCOR have already placed a developmental order for container manufacture (Any type of container) shall not be eligible to participate in this tender. Position shall be reckoned as on the date of tender opening.
7.	Issued Clarification no. 1 to 135,	in respect to clarification sought by the intended bidders in Pre – Bid meeting.

Note:- All other conditions of the tender document shall remain unchanged.

Executive Director (P&S)/ Policy

Clarification 1 to 135, in respect of Pre- Bid meeting:-

S.N.	TENDER	STATEMENT OF THE	COMMENTS BY THE PARTIES	CONCOR's Reply to be
	CLAUSE	TENDER DOCUMENT		uploaded on website.
1	Clause 8, Annexure A of Section-V (Pg.48)	ROOF - The roof will be constructed by several die-stamp, corrugated steel sheets with a certain upwards camber at the center of each trough and corrugation, These sheets are butt jointed together to form one panel by automatic welding. Corrugation Shape-Depth: 20 mm Outerface : 91 mm, Interface : 91 mm Slope 13.5 mm, Pitch : 209 mm Camber upwards : 5 mm, Panel thickness : 2.0 mm Sheet Qty : 5 pcs.	 a. Are there any inclined boom or fully-flat? b. Roof manufacturing process clarification: Hydraulic Press Stamping. Single press for single slot corrugation. Each sheet will 	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of tender clause shall prevail.
2	Clause 4.1, Annexure A of Section-V (Pg.46)	The container is mainly constructed with steel frames, corrugated panel welded by CO2, shielded Arc welding or superior welding process. All welds of the exterior including the base frames are continuous with full penetration. Interior welds can be intermittent with a minimum bead length of 25 mm for every 150 mm. Wooden flooring is fixed to the cross members by self-tapping screws. All crevices will be sealed with elastic sealing compound.	Welding: Any preference on welding. a. CO2 welding b. Laser welding c. Mix of Laser and MIG/TIG welding	As per Clause 4.1 of Annexure-A of Section-V, the container is mainly constructed with steel frames, corrugated panel welded by CO2, shielded Arc welding or superior welding process. All welds of the exterior including the base frames are continuous with full penetration. Interior welds can be intermittent with a minimum bead length of 25 mm for every 150 mm. Wooden flooring is fixed to the cross members by self-tapping screws. All crevices will be sealed with elastic sealing compound. Provision of tender clause

				shall prevail.
3	Clause 7 & 8, of Section-V (Pg.38)	Prior to assemblyafter shot blasting	Painting: Can CED coating be done, which is having higher life?	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of tender clause shall prevail.
4	Clause 6.5, of Section-II (Pg.11)	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.	PVC: as per Sec-II 6.5 Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable. Material price is 80% in this item. Current market price is twice the normal price. We can agree on PVC for escalations as well as de-escalation.	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable. Provision of tender clause shall prevail.
5	Clause 5.2, Annexure A of Section-V (Pg.47)	FRONT CORNER POST - Each corner post is made of a 6.0 mm thick section steel pressing to ensure the suitable strength, light-weight and easy maintenance.	5.2 <u>Front Corner Post</u> : No dimensions mentioned.	These will be part of the design developed by the manufacturers and ratified by the inspecting agency. Provision of tender clause shall prevail.
	Clause 6.1, Annexure A of Section-V (Pg.47)	REAR CORNDER POST - Each corner post is constructed from inner part of channel shaped hot-rolled section steel and an outer part of steel pressing, welded together to form a hollow section to ensure the door opening and suitable strength against the stacking and racking. Four (4) sets of hinge pin lugs are welded to each outer part of the corner post. InnerPart:113X40X12 mm Outer part: 6.0 mm thick	6.1 Rear Corner Post: Outer Part dimensions are not mentioned. Inner Part :113X40X12 mm, 12mm channel Hot rolled?	These will be part of the design developed by the manufacturers and ratified by the inspecting agency. Provision of tender clause shall prevail.

Clause 4.4.3,	FORKLIFT POCKET - There will be		Bidder may refer ISO 668 for
Annexure A of	a pair of forklift pocket in every	4.4.3 Fork Lift Pocket: Top plate and Bottom end Plate. Also	construction of Fork Lift
Section-V (Pg.46)	container. Each forklift pocket consists of 2 pcs of cross members,	mentioned Side Rail or is it small Crossmember? How the assembly is considered?	Pocket. Provision of tender clause shall prevail.
	one piece of top plate and 2 pcs of bottom plates. Each forklift pocket is designed according to ISO standard: Top plate: 3mm thick, Qty: one piece. Bottom plate: 6.0 mm thick, Qty: 2	Gooseneck Bottom Plate and Rail not mentioned. Is it required?	
	pcs. SideRail:122X45X45X4.5mm : 4 pcs		
Clause 4.4.1, Annexure A of Section-V (Pg.46)	Bottom Side Railhard to corrode.		(Technical Specification),

	Clause 9.2, Annexure A of Section-V (Pg.49)	Door Panel With 5 corrugations.	9.2 Front Door Panel: As per tender, Outerface and interface are 72mm. If done as per 5 corrugations, the outerface changed to 280mm (4 outerface).	Provision of tender clause shall prevail.
	Clause 4.4.4, Annexure A of Section-V (Pg.47)	FLOOR CENTRAL RAIL – A primed 4.0 mm thick flat steel loosely placed on top of the cross members to support the floorboards at the center.	4.4.4 Floor Central Rail - A primed 4.0 mm thick flat steel loosely placed on top of the cross members to support the floorboards at the center. Where is the mounting?	It's in the nature of packing placed to take care of gaps between floor board and cross members. Provision of tender clause shall prevail.
6	Clause 2 of Section-I (Pg 2)	All bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode.	Bidding through eProcure or TenderWizard? Kindly share the Link for e-Procure.	Bidding through tender wizard only. As per Clause 2 of Section-I, all bids must be submitted through e-tendering mode only through the website www.tenderwizard.com/CCIL. No other mode is acceptable and will be summarily rejected if the bids are received through any other mode. Provision of tender clause shall prevail.

7	Clause 6.5, of Section-II (Pg.11)	Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.	Price Variation: The tender document states that "Price variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable". Steel prices have been extremely volatile in the current scenario, so much so that they have almost doubled in comparison to prices prevailing in the last year. According to experts, the volatility in steel prices shall remain for the foreseeable future. Steel used by one supplier in 1000 container will be more than 3000MT. Even slight variation in steel prices will have a huge impact on the supplier. Considering the trends in steel prices we would request you to kindly reconsider your decision on price variation and allow the same.	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable. Provision of tender clause shall prevail.
8	Clause 2.2, of Section-II (Pg.5)	The Tenderer must have achieved Minimum Average Annual Turnover of Rs.1.75 Crore from operations during the last three years i.e. 2018-19, 2019-20 & 2020-21.	Minimum Average Annual Turnover: Your kind attention is drawn towards Letter No. F.20/2/2014-PPD(Pt.) dt. 20.09.2016 and letter of even no. dt. 25.07.2015 issued by Ministry of Finance (copies attached) where it has been certified that for all public procurement, the Central Ministries/Departments have to ensure that, criteria of prior turnover and prior experience for all startups is relaxed subject to their meeting of quality and technical specifications. In light of the above and your tender floated specifically for "Development Order", we would request you to kindly relax the criteria of prior turnover and prior experience for companies registered under startup India.	Being a developmental tender, already relaxed qualification criteria including minimum average turnover requirement have been adopted because this tender is floated with the aim of developing the Indigenous Bidders for the Container Manufacturing. Provision of tender clause shall prevail.
9	Clause 14.3, of Section-II (Pg.15)	Eligible MSE(s) (as per Clause 3.2 of Section-II) quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L-1 price is from someone other than a MSE and such MSE's can be together ordered up to 25% of the total tendered value. For the purpose of L1+15%, L1 rates are the initially	Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012: We would like to draw your kind attention to public procurement policy for Micro and small Enterprises (MSEs) order 2012 and Policy circular No. 1(2)(1)/2016-MA dt. 10.03.2016 (copy attached). In light of the above and your tender floated specifically for "Development Order", we would request you to kindly consider at least one supplier for supply of 1000 Nos. containers fulfilling the criteria of MSEs and startup India.	As per Clause 14.3 of Section-II, Eligible MSE(s) (as per Clause 3.2 of Section-II) quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L-1 price is from someone other than a MSE and such MSE's can be together ordered up to 25% of

		quoted rates received in the bids.		the total tendered value. For the purpose of L1+15%, L1 rates are the initially quoted rates received in the bids. Please refer Corrigendum-2.
10	Clause 13, of Section-I (Pg.3)	A minimum developmental order of 1000 nos. Containers each shall be distributed amongst maximum of 6 successful bidders as per Clause 25.0 of Section-II.	The essence of the subject tender is to develop indigenous manufacturers of shipping containers in the country by placing a development order of 1000 containers amongst maximum of 6 successful bidders. We therefore request you to kindly consider only first time suppliers of shipping containers.	No changes are required. Provision of tender clause shall prevail.
11			We would request you to kindly incorporate Reverse Auction in the tender.	Provision of the tender shall prevail.
12	Clause 10.2, of Section-II (Pg.12)	Consignee		The matter has been deliberated. Provision of the tender shall

13	Clause 2.1, of Section-II (Pg.5)	The Manufacturer should b capabledelivery period.	As this is a development tender and we are a railway & infrastructure company which fabricates steel structures to the tune of approx. 50,000 MT annually, (mainly consisting of bridge girders of various types), hence we would request Concor, to allow us to bid for the tender and permit us to submit the "Competency Certificate" before issue of LOA. However, we will be submitting along with the bid, necessary documents to establish that the process of certification is underway and will be completed at the earliest. This is being requested, keeping in view the time taking process involved in getting all the necessary capability, quantity and quality assessment done to get the Competency Certificate issued from the Certification society. Your kind consideration will enable steel structure fabrication companies to also bid for the tender, which "Competency Certificate" procedure is underway.	Being a developmental tender, already relaxed qualification criteria including minimum average turnover requirement have been adopted because this tender is floated with the aim of developing the Indigenous Bidders for the Container Manufacturing. Provision of tender clause shall prevail.
14	Clause 2.1 & 2.2 of Section-II (Pg.5)	2.1 The bidder shall provide with delivery period.	Tender calls for established manufacturers with a minimum average turnover of 1.75 Crores during the last 3 years. We submit as follows: During the Expression of Interest, it was clarified by CONCOR that bidders who may not have required infrastructure at the time of submission of bid but can arrange for it in the event of their standing a chance to win the order are also encouraged to participate in the bidding process. If so, how are the bidders supposed to prove their "Competency" and "Capacity" at the time of submission of bid? It is highly unlikely that a bidder would be investing in Machineries / Testing Equipment / Infrastructure / Manpower specific to manufacture of ISO Containers just to obtain the "Competency" and "Capacity" certificate to be able to participate in an open tender with uncertain outcome! There are various Classification Agencies approved by DGS and in the absence of any standardized assessment checklist approved by CONCOR, each agency may have their own way of assessment, and this may result in classification agencies acting at their discretion on issuance of 'Competent Manufacturer Certificate' and 'Certificate of Capacity'. We request that CONCOR approves	In the EOI document i.e. Clause 5.0 of EOI (Technical Requirement for Manufacturers), it was clearly mentioned that the "Competency Manufacturer Certificate" will have to be met to qualify as a competent manufacturer in the tendering process. As confirmed by DG Shipping vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers manufactured in India as on 10.06.2021. The updated status

 		To 1:
ļ		& list may be obtained from DG
ļ	• Based on the potential opportunity, we intend to register a new	Shipping, Mumbai. All the
· ·	company for the specific business of manufacturing ISO	Containers will be certified for
ı	Containers and are willing to invest in the required plant &	design type & individual
ļ	machineries necessary to meet tender requirements of capability to	
ı	manufacture at least 1000 Containers. If so, would CONCOR	
I	allow us to participate in the tender? We may not have the	
	required average annual turnover of 1.75 Crores but can provide	
I	necessary documents substantiating our investment for the	
I	project. In such a case, how will the classification agency conduct	
I	its assessment for issuance of 'Competency' and 'Capacity'	
ļ	certificates?	qualification criteria including
ı	_ 	minimum average turnover
2.2 The tenderer must have	1	requirement have been adopted
Audited balance sheet.	1	because this tender is floated
Tradited building sites.	1	with the aim of developing the
I	1	Indigenous Bidders for the
I	1	Container Manufacturing.
ļ	1	
I	1	
		Provision of tender clause shall prevail.

15	Clause 6.5, of	Price Variation is not applicable.	Clause 6.5 – Price Variation	Price Variation is not
	Section-II (Pg.11)	Bidders are requested to quote the	Tender calls for firm prices. However, steel prices have seen huge	applicable. Bidders are
		firm prices as this tender is based on	volatility in the past 1 year with over 50% jump in prices as	requested to quote the firm
		firm price, hence price escalation	compared to a year-ago period. Further, as per industry reports, it	prices as this tender is based on
		whatsoever shall not be payable.	will take at least 2 years from now for steel prices to cool	firm price, hence price
			down. Moreover, steel suppliers charge the prices prevailing at the	escalation whatsoever shall not
			time of supply irrespective of their offer price/date/period. In such	be payable. Provision of tender clause shall
			a scenario, how are we going to submit a firm price for a project that will go beyond 15 months from the date of	prevail.
			submission? Hence, we request that bidders be asked to specify	prevaii.
			steel raw material component in percentage of their offer and a	
			price variation clause be allowed to the extent of raw material	
			component. Steel raw material prices prevailing at the time of	
			inspection of each lot may be compared with the prices offered in	
			the tender and difference if any (+/-) shall be considered and	
			invoicing be allowed accordingly.	
			We request that the above queries and suggestions are reviewed /	
			discussed during the pre-bid meeting and suitable response /	
			amendment be issued.	
16	Clause 16 of Section	The main material	Kindly refer to estimated cost per container given in the 1 st page of	Containers are to be
	- V		the tender document. Prevailing domestic steel prices are very high	manufactured only as per the
	(Pg 42)		and available trend shows further hardening of the same. For	detailed specifications of
			Example, CORTEN A landed price excluding GST is	materials provided in the
	Price Variation:-		approximately in the range of INR 105000 -110000/Ton; price of	Section-V of tender documents.
	Clause 6.5 of		IRSM 41 is in the range of INR 81000-84000/ton. In view of the	Provision of clause shall
	Section-II (Pg-11)		above, kindly confirm following:	prevail.
			a. whether we can quote two alternate prices viz with	
			i) CORTEN A -SPA H	
			ii) IRSM 41 SPA H	
			b. whether a price escalation will be allowed during the contractual	Duine Wasiedi
			period for the execution of the contract due to volatility of steel	Price Variation is not
			price; a formula may be decided to determine the same. Otherwise	applicable. Bidders are
			cost hedging will have to be applied to protect cost - overrun.	requested to quote the firm
				prices as this tender is based on firm price, hence price
				firm price, hence price escalation whatsoever shall not
				be payable.
	l .			oc payable.

19 20	Clause 16 of Section V (Pg 42) Point no 2 of Clause 1 of Section -I	The main material	In India, CORTEN A steel is not readily available. Can we use IRSM41 which is equivalent to CORTEN A in terms of mechanical strength. Kindly confirm your decision	Provision of tender clause shall prevail. Containers are to be manufactured only as per the detailed specifications of materials provided in the Section-V of tender documents.
19 20	- V (Pg 42)	The main material	IRSM41 which is equivalent to CORTEN A in terms of mechanical	Containers are to be manufactured only as per the detailed specifications of materials provided in the
19 20	- V (Pg 42)	The main material	IRSM41 which is equivalent to CORTEN A in terms of mechanical	manufactured only as per the detailed specifications of materials provided in the
19	(Pg 42) Point no 2 of Clause			detailed specifications of materials provided in the
19	Point no 2 of Clause		strength. Kindry confirm your decision	materials provided in the
19				1
19				Section-v of tender documents.
19				Provision of tender clause shall
19				prevail.
19		Estimated Cost Rs. 196.56 Crore	Kindly clarify whether estimated tender value includes GST or it	1
19	I OI SCCHOII -I	Estimated Cost Rs. 170.30 Clore		Section-1 is inclusive of GST
20				but exclusive of Freight &
20				Insurance. In this regard, please
20				also refer Corrigendum-2.
20	Clause 16 of Section	The main material	Kindly refer to Page 43 of the tender document; material for Top	Provision of tender clause shall
20	- V	The main material	side rail is mentioned as Corten A. As per practice, for	prevail.
20	(Pg 42)		square/rectangular tubes - IS 4923 is used, as CORTEN A square	F-C-
	(5)		tubes are not available. You are requested to modify the	
			specification. (JSW mail copy Attached)	
	Clause 7.1 of Section	SURFACE PREPARATION - All	Kindly refer to the page No. 38 of the tender document, shot	Plz refer technical specifications
	– V	the steel components prior to	blasting as per SA 2.5 is called for. Kindly confirm whether sand	as provided in the Section-V of
	(Pg 38)	forming will be shot blasted to a SA	blasting is acceptable in place of shot blasting though it is	
		2.5 standard surface by means of an	considered as hazardous for the environment.	of tender clause shall prevail.
		automatic centrifugal shot surface		
		cleaning machine. A weld-able		
		primer compatible to the paint		
		system will be applied immediately		
		(say within 20 minutes of shot		
		blasting) to a thickness of 10 to 15		
		micron to preserve the surface		
		integrity during the assembly		
		process. All welds and any other area		
		that was contaminated during the		
		assembly process to be cleaned by		
		standard practice. Slags and spatters		
	1	to be removed by means of grinding		
21		of needle nammers.		
21	Clause 2.1, of	The Manufacturer should be	Kindly refer to the page No.5, Competent manufacturer Certificate	As confirmed by DG Shipping
21		or needle hammers.		1

	Clause 2.0 of Section-III.		IACS/IMO and Directorate general of Shipping) must be provided. LRS have confirmed that they are registered with both. Kindly confirm whether we can avail their services. (Letter copies are attached herewith).	for the inspection of Containers
				Govt. of India, Mumbai. Provision of the tender shall prevail.
22	Clause 24.0 of Section –II (Pg.20) & Clause 25.0 of Section –II (Pg.22)	Clause 24.0 of Section-II:- Public procurement policy. Clause 25.0 of Section-II:- Distribution of quantity.	(Clause No. 25 Page No. 21)	This tender is only for the Indigenous Bidders. Provision of Public Procurement Order (Make in India, 2017) have been utilized to identify indigenous bidders. Since no foreign bidders are permitted, the possibility of giving purchase preference to indigenous bidders may not arise as per this tender. It may also be noted that the purpose of this tender is to promote indigenous bidders and details of quantity distribution have been explained in the tender document. Provision of tender clause shall prevail.
23	Point no 2 of Clause 1 of Section –I (Pg 1)	Estimated Cost Rs. 196.56 Crore		Estimate as provided at S.N. 2 of Section-1 is estimated cost of the 6000 Containers. Regarding details, please refer Corrigendum-2.

24			Request to extend the bid submission by 15 days due to prevailing pandemic situation.	Bid submission date extended as per below:- Last date & Time of submission of Bid:02.08.2021 upto 18:00 Hrs Date & Time of Opening of Bid: 03.08.2021 at 12:00 Hrs Please refer Corrigendum-2.
25	Section –V TECHNICAL SPECIFICATION Clause 7.1 (Pg 38)	SURFACE REPARATION - All the steel components prior to forming will be shot blasted to a SA 2.5 standard surface by means of an automatic centrifugal shot surface cleaning machine.	For visual inspection after forming it is proposed that, all the steel components prior to forming or after will be shot blasted to a SA 2.5 standard surface by means of an automatic centrifugal shot surface cleaning machine.	Provision of tender clause shall prevail.
26	Section –V TECHNICAL SPECIFICATION Clause. 16 (Page 42) Annexure – A Clause. 9.8 (Page 50)	Locking Device-SCI 8569MN/SJ-66M/HH-EA/SLF/1 or BE 2566MN	Each sub-vendor will have different model number, please clarify any international/national standard requirements to be followed for Locking Device.	
27	Section –V TECHNICAL SPECIFICATION Clause. 16 (Page 42)	Locking Rod material-STKR41, H.D.G.	Whether equivalent material IS 1161 with OD34.2mm, HDG can be used as an approved equivalent.	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of clause shall prevail.
28	Section –V TECHNICAL SPECIFICATION Clause. 16 (Page 42)	Mild Steel checker sheet, Q235	Whether equivalent material IS 3502 with thickness 3mm can be used as an approved equivalent.	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of clause shall prevail.
29	Section –V TECHNICAL SPECIFICATION Clause-6 (Page-37), 16 (Page 43) Annexure – A Clause. 6.1 (Page 42)	Hot Rolled Channel Section, SM50YA/SS50 or equivalent & Rear Corner Post Inner Part 113x40x12mm	Hot Rolled Channel Section, SM50YA/SS50 or equivalent & Rear Corner Post Inner Part 113x40x12mm Whether equivalent material IS 2062E350 can be used as an approved equivalent.	As per Clause 6.0 of Section-V (Technical Specification), Construction requirements for 20Ft High Cube End Open 34T dry freight steel Containers are at Annexure - A. Broad details of major assemblies/items are given. Supplier can use stronger/equivalent design while

30	Clause-2.1 of	The manufacturer should be able to		being within the permissible tare weight. Supplier to use appropriate designs for assemblies/items for which details are not indicated subject to approval by the certified agencies as mentioned in clause 2.5. Plz refer technical specifications as provided in the Section-V of the tender document. Provision of clause shall prevail. Bidders may note that
	Section-II (Pg 5)	demonstrate knowledge and competency of their manpower in addition to the Quality systems to the satisfaction of the Classification Society and the availability of manufacturing and test facility as per the requirement of Certification Schemes of the Classification Society"	can be developed subsequently after obtaining development order. And, whether testing facility of a third party can be used for type testing?	"Manufacturing can only commence after successful completion of Prototype Testing and issuance of Type Approval by Classification Society" and they may be required to ensure timely availability of certified testing arrangements for the same in accordance with delivery period. Provision of tender clause shall prevail.
31	Clause 25.0 of Section-II (Pg 22)	OPTION-I: Total bidders (technically suitable) are more than 6 OPTION-II: Total bidders (technically suitable) are less than 5.	What will be distribution criteria when number of bidders are 5 or 6	As per Clause 25.0 of Section-II of tender document. In this regard, refer Corrigenum-2.
32	Clause 16.0 of Section-II (Pg 15)	3% of the contract price as per format Annexure-5 to be provided within 30 days from issue of NoA. Penal interest of 12% PA is chargeable in case of delay beyond 30 days.	Whether the same can be waived off considering that BHEL is a PSU.	PBG is to be submitted as per the Clause 16.0 of Section-II. Provision of tender clause shall prevail.
33	Clause 6.5 of Section-II	Prices variation	As the delivery is longer and material cost (Corten steel) prices are volatile, PVC may be made applicable.	Price Variation is not applicable. Bidders are

	(2, 11)			1 . 1
	(Pg 11)			requested to quote the firm
				prices as this tender is based on
				firm price, hence price
				escalation whatsoever shall not
				be payable.
				Provision of tender clause shall
				prevail.
34	Point no 2 of Clause	Estimated Cost Rs. 196.56 Crore		Estimate as provided at S.N. 2 of
	1 of Section –I (Pg		inclusive of GST and freight component.	Section-1 is estimated cost of the
	1)			6000 Containers inclusive of
				GST but exclusive of Freight &
				Insurance. In this regard, please
				refer corrigendum-2.
35	Clause 7.0 of	Payment terms	Request to consider payment of 30% advance.	No advance payment is to be
	Section-III			paid. Provision of tender clause
	(Pg 27)			shall prevail.
36	Clause 2.1, of	Classification Society: All the	Please clarify/mention that names of the registered classification	As confirmed by DG Shipping
	Section-II (Page 5)	containers will be certified for design	societies.	vide email dated 10.06.2021, M/s
	& Clause 2.0 of	type and individual inspection by any		IRS is the approved agency for
	Section-III (Pg 37).	of the agencies (subject to their		the inspection of Containers
		registration with IACS OR		manufactured in India as on
		IMO & Director General of Shipping,		10.06.2021. The updated status
		Govt. of India, Mumbai.		& list may be obtained from DG
				Shipping. All the containers will
		Note: Agencies who are registered		be certified for design type and
		with International Association of		individual inspection by any of
		classification		the agencies (subject to their
		societies (IACS) OR International		registration with IACS OR IMO
		Maritime Organization (IMO) &		& Director General of Shipping,
		Director General of Shipping, Govt.		Govt. of India, Mumbai.
		of India, Mumbai can be engaged by		Provision of the tender shall
		supplier for carrying out testing		prevail.
		inspection and approval of containers		

37		Material of construction should be Corten-A steel		Plz refer technical specifications as provided in the Section-V of the tender document.
38	Clause 8 of Section-I	For any difficulty	The Tender wizard site is not working properly. Money is deducted from account but not shown in their site and hence not allowing to go further. Have long discussion with their representative without success.	
39	Clause 7.1 of Annexure-A of Section-V (Pg 48) & Clause 16.0 of Section –V (Pg 42)	TOP SIDE RAILS - Each top side rail is used a square steel pipe: 60X60X3.0 mm RHS	Following suggestions are submitted for consideration please; a) In technical specification TSR pipe of 60x60x4mm and other pipe section should be of YST310 instead of CORTEN A steel as getting corten steel pipe is not possible in India.	Provision of tender clause shall prevail.
40	Clause 6.1 of Annexure-A of Section V (pg-47)	REAR CORNDER POST - Each corner post is the corner post.	b) The RCP should be considered as formed section of suitable thickness instead of a rolled section. As this type of rolling not available in India. The FEM analysis can be done with suitable formed section.	
41	Clause 16.0 of Section –V (Pg 42)	Material of construction should be Corten-A steel	c) IRSM41 should be considered as equivalent of CRTENA as they have overlapping chemical and mechanical properties.	Provision of tender clause shall prevail.
42	Clause 2.4 of Section-V (Pg 36)	TCT Certification: all exposed wooden components used for container will be treated to comply with the requirements of "cargo Containers-Quarantine Aspects and Procedure" of the Common wealth Department of Health Australia.		prevail.
43	Clause 1.0 of Section-IV (Pg 34) & Clause 10.2 of Section-II (Pg12)	Delivery Schedule Consignee	e) CONCOR should accept the lot size of 30 containers to be delivered to nearest ICD/PFT, in our case it could be ICD Kathuwas. The Payment of 30 containers lot size should be done before dispatch and after inspection after adjusting the advance.	Provision of tender clause shall prevail.
44	Clause 7.0 of Section III (Pg 27)	Payment Terms		No advance payment is to be paid. Provision of tender clause shall prevail.

				1
45	Clause 2.1 of Section-II (Pg 5)	Qualification Criteria	g) All classification society be eligible for drawing approvals, type approvals, prototype testing and inspections as per international tenders,	
				the agencies (subject to their registration with IACS OR IMO & Director General of Shipping, Govt. of India, Mumbai. Provision of the tender shall prevail.
46	Clause 9.0 of Section-II (Pg28)	Liquidated Damages	h) Since these are developmental orders, LD clause should not be there.	Being a developmental order, LD will not be applicable as per Clause 9.0 of Section-III of tender document. Provision of tender clause shall prevail.
47	Clause 13.2 of Section-V (Pg40)	Test & Inspection	i) The Side Wall Testing, end wall testing should be allowed by other methods e.g uniform loading by pre weighed sand bags etc to the satisfaction of IACS. Kindly consider these issues during the pre- bid discussion on 14th June 2021.	Provision of tender clause shall prevail.

48	Clause 10.5 of Section-II (Pg12)	Evaluation of Bid	As per para 10.5 of 'General Instructions to bidders on evaluating price bids', it is indicated that evaluation will be on the basis of total destination price including taxes. Consignee or destination as per Annexure 3.2.1 is 'Khodiyar (DCCK)', Ahmedabad. This gives a price advantage for suppliers closer to Khodiyar, since the freight charges and transit insurance will be less for them. This point will be unfair for suppliers far away from Khodiyar. It is suggested that CONCOR may reconsider and evaluate the price bid based on 'FOB works' with taxes. Alternatively, since there are other container terminals across the country, the suppliers may be asked to supply to the nearest container depot, keeping the consignee/destination as the nearest container depot. We request you to kindly clarify the above at the earliest.	Provision of tender clause shall prevail.
49	Clause 2.1 of Section-V (Pg36)	Standard and Regulation	a) The standards and regulations mentioned under clause 2.1 in page 36 of 70 of Technical Specification appears to be of old versions, and subsequent amendments were issued. We hereby confirm that we will comply with all the latest and updated versions/ amendments of ISO Standards and regulation. Request you to kindly note.	As per Clause 2.0 of Section-V, the container should generally be designed, manufactured and tested in accordance with the requirements of latest version of the standards as provided in the tender document. Provision of tender clause shall prevail.
50	Clause 2.3 of Section –V (Pg 36)	UIC Certification	b) In line with the clause 2.3 in page 36 of 70 of Technical Specification, we will check with the Classification Society for applicability of UIC Registration/ Certification for the tendered Container (High Cube 34 T). May kindly be noted.	Provision of tender clause shall prevail.
51	Clause 2.4 of Section –V (Pg 36)	TCT Certification	c) As mentioned in clause 2.4 in page 36 of 70 of Technical Specification, Timber Treatment Certification (TCT) will be done by Manufacturer of Plywood board. Certification by Classification Society may not be required as per our understanding. Request you to kindly examine and confirm with the applicability.	Provision of tender clause shall prevail.
52	Clause 7.1 of Section-V (Pg 38)	Surface Preparation	d) Regarding Surface Preparation Process, we will shot blast the fully assembled welded complete container shell after inspection in a Blasting Booth with manual blasting hose confirming to Swedish standard SA2.5 instead of automatic centrifugal shot surface cleaning machine as mentioned under clause 7.1 in page 38 of 70 of Technical Specification. Request your confirmation/acceptance.	Provision of tender clause shall prevail.
53	Clause 8 of Section-	Coating	e) We will be using solvent based paints, DFT will be as per tender	Plz refer technical specifications

	V (Pg 38)		specification as mentioned under clause 8.1 in page 38 of 70 of Technical Specification. For under structure, we propose to use Hi-Built GP Mastic Black Paint instead of Wax or bituminous as stated in the Technical Specification. Total DFT (i.e. 230 micron) will be as specified on the Technical Specification.	
54	Clause 13.2 of Section-V (Pg 40)	Each assembled corner post structure will have tension test with 15,240 kgf after welding in the construction line.	f) We will test each rear and end frames under tension test with 15,240 KGF applied simultaneously on each post hydraulically instead of corner post structure as specified in clause 13.2 on page 40 of 70 of Technical Specification.	Replace Para 2 of clause 13.2 of Section-V: 'Each assembled corner post structure will have tension test with 15,240 kgf after welding in the construction line'
				with
				Each assembled corner post structure will have tension test with 17,000 kgf after welding in the construction line.
				In this regard, please refer Corrigendum-2.
55	Clause 13.3 of Section-V (Pg 41)	Container in mass production	g) Against clause 13.3 on page 41/42 of 70 of Technical Specification, we propose to do the Routine Test on one container randomly selected from the lot (1 no. in every 50 nos.) and will be tested for Stacking/ Top and Bottom Lifting, and Floor Strength as per standard practice. However, all the containers will be tested with Weather Tightness Test. Request your confirmation/acceptance.	as provided in the Section-V of the tender document. Provision
56	Clause 6.3 of Annexure-A of Section-V (Pg 41)	Door Sill	instead of Hot Rolled section as specified under clause 6.3 in page 48 of 90 of Annexure-A. Request your confirmation/ acceptance.	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of tender clause shall prevail.
57	Clause 9.7 of Annexure-A of	Hinges and Pin	i) We Propose to use Nylon Bush instead of Bronze/ Self- Lubricating Synthetic as specified under clause 9.7 in page 49 of	Plz refer technical specifications as provided in the Section-V of

	Section-V (Pg 49)		90 of Annexure-A. Request your confirmation/ acceptance.	the tender document. Provision of tender clause shall prevail.
58	Clause 9.8 of Annexure-A of Section-V (Pg 50)	Locking Device	j) Kindly clarify/confirm "Handles" are to be use of In-line type or Cross-Over type for clause 9.8 in page 49 of 90 of Annexure-A.	Type of handle clearly spelt out as it should be SCI 8569MN/SJ-66M/HH-EA/SL-F/1 or BE 2566 MN or modified in –line type/Bolt-on type. Provision of the Clause shall prevail.
59	Clause 10.4 of Annexure-A of Section-V (Pg 50)	The Steel Floor	Annexure-A, wherein fully welded floor plate (3.0 mm checkered plate, size 5800X2350 mm, weight approx 325 kgs) could not be taken into the container manually and place accurately on to the floor appears to be practically impossible. Welding inside the containers after placing on the plywood may damage the ply—wood boards and not advisable at all. Therefore, we suggest stitch welding between the checkered plates after fixing with floor members. Request you to kindly examine and accept.	As per Clause 6.0 of Section-V (Technical Specification), Construction requirements for 20Ft High Cube End Open 34T dry freight steel Containers are at Annexure - A. Broad details of major assemblies/items are
60	Clause 6.5 of Section-II (Pg 11)	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable.	I) All though you have mentioned in the clause 6.5 on page 11 of 70 of General Instruction to Bidders, that the Price Variation is not applicable, we still want to appeal for accepting the inclusion of a price variation (escalation/ de-escalation clause for following reasons i) Steel price is very volatile and are on unprecedented surge at the moment. ii) The tendered quantity is pretty high with the staggered delivery covering a period of 450 days.	Provision of tender clause shall prevail.

61	Clause 7.1.1 of Section-III (Pg 27)	Payment	 iii) Steel cost is covering a substantial portion of total cost of Container. m) Through no advance payment is allowed as per clause 7.1.1 in page 27 of 70 of Terms and Conditions, we submit our appeal for modifying the payment terms as under; 25% advance against order. 25% after inspection and acceptance by Classification Society before despatch. 	
62	Clause 2.2 of Section-II (Pg 5)	The Tenderer must have achieved Min Avg Turnover of Rs.1.75 Cr	- 50% after receipt and acceptance within 10 days. Ours is a STARTUP & Avg Annual Turnover is about 11 lacs. However, we've invested about 2.25 Cr to develop our Industrial shed & RM Store from 2019 to 2021.	Being a developmental tender, already relaxed qualification criteria including minimum average turnover requirement have been adopted because this tender is floated with the aim of developing the Indigenous Bidders for the Container Manufacturing. Provision of tender clause shall prevail.
63	Clause 4.4.4 of Annexure-A of Section-V (Pg 47)	Floor Central Rail	What is width of this flat? A primed 4mm thk flat steel	Provision of tender clause shall prevail.

64	Clause 10.2 of Annexure-A of Section-V (Pg 50)	Arrangement of Fixing	Continuous welding of 3mmthk checkered steel plate, that is kept above varnished Plyboard 28mm thk., can become a serious Fire Hazard, inside Container. Checkered plate is welded to the end & bottom side rails, respectively.	(Technical Specification), Construction requirements for
65	Clause 2 of Section II (Pg 5)	Qualification Criteria	Since we will be setting up new manufacturing plant by modifying existing workshop request waiver to provide Competent Manufacturer Certificate issued by any entities along with Bid	Being a developmental tender, already relaxed qualification criteria including minimum average turnover requirement have been adopted because this tender is floated with the aim of developing the Indigenous Bidders for the Container Manufacturing.
66	Clause 1 of Section – IV (Pg34)	Delivery Schedule	Delivery requirements – D + 450 days Will there be design approval stage by CONCOR? If so time period for such approval?	As per section-IV of tender document, Commencement of Supply is D+150 days (D is the date of issue of NOA). Design approval and other activities are to be completed within 150 days of issue of NOA. In this regard, please refer Corrigendum-2.

67	Clause 1.0 of Section III (Pg 24)	Drawing	Drawing submission with Bid. Can we submit provisional drawing with bid, upon award production drawing will submitted along with FEM analysis as per requirements in 14.1 of Technical specifications	After contracting, details are to be submitted as per Clause 14.0 of Section-V. Provision of tender clause shall prevail.
68	Clause 2.2 of Section III (Pg 25)	Inspecting Officer power of rejection	Inspecting officer – will this be representative from Concor? Can he reject after approval from classification society?	Mandatory inspection is by Classification Society, being the ultimate consignee CONCOR reserves the right to inspect the container after they have been inspected by Classification Society. Provision of tender clause shall prevail.
69	Clause 7.0 of Section III (Pg 27)	Payment	Payment: Request considering stage payments – upon contract 30% against bank guarantee Partial delivery and invoicing to be allowed.	No advance payment is permitted. Part delivery & invoicing can be done. Provision of the tender clause shall prevail.
70	Clause 1.0 of Section IV (Pg 34)	Delivery Schedule	Delivery schedule – After commencement of supply, expected quantities per month? Per Day?	As per the section-IV of tender document, Commencement of Supply – D=150 days. Completion of supply =D+450 days. Where 'D' is the date of notification of award. In this regard, please refer Corrigendum-2.
71	Clause 7.1 of Section-V (Pg 38)	Surface preparation	Surface preparation – will copper slag blasting accepted?	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of tender clause shall prevail.
72	Clause 12.0 of Section-V (Pg 40)	Bar Code	Bar codes – these are provided by Concor?	To be arranged by the supplier. Provision of tender clause shall prevail.
73	Annexure-A (Pg 44) & Clause 14.1 of Section-V (Pg 42)	FEM Analysis	CONCOR to confirm containers to be manufactured with components / materials / dimensions mentioned in Annexure A. Results of FEM analysis may require changes to design, bidder will have right to update price.	Firm price to be quoted by the supplier as per the provision of tender document. Provision of tender clause shall prevail.
74	Clause 10 of Annexure A of Section-V (Pg 50)	Floor	Floor plate – while fixing / welding plate, this will damage / burn floor ply boards, bidder suggests to remove plywood and have only steel floor (increase thickness from 3mm to 6mm). Cost and weight will be almost same. Concor to advise finish required on plate –	Provision of tender clause shall prevail.

			galvanized or painted?	
75	Clause 2.0 of Section-III	Inspection and test	As per clause 2 of Terms and Conditions - Section III of tender documents "All the containers will be certified for Design type and individual inspection by any of the agencies subject to their	vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers
76			List of approved sources for components of ISO Containers authorised by DG shipping is not available not even for Steel Carten A (SPA-H) & Corner casting	Provision of tender clause shall prevail.
77	Clause 6.3.6 of Section –II (Pg 10)	Tender documents	Whether the annexures and other documents for Technical and Financial Bid should be sent in Bidder's Letterhead?	As per Clause 4.0 of Section-II, All documents required to be scanned, digitally signed and uploaded. Provision of tender clause shall prevail.
78	Annexure -4 of Section-VI (Pf 58)	Proforma for statement of deviation	What should be the format for giving the Declaration of NIL DEVIATION as per Annexure-IV?	As per Clause 6.3.7 & 14.1 of Section-II of tender document. Format is enclosed at Annexure-IV of Section-VI of tender document. Provision of tender clause shall prevail.

79	Clause 6.3.6 & 6.3.9 of Section – II (Pg 10)	Undertaking to be submitted	Is there any particular format for UNDERTAKING as mentioned in clause 6.3.6 & 6.3.9 of Tender Document?	Undertaking is to be submitted as per Clause 6.3.6 & 6.3.9 of Section-II of tender document. Provision of tender clause shall prevail.
80	Clause 23.0 of section-II (Pg 18)	Bidder from the country which shares land Border with India.	Is it mandatory for every intending Bidder to provide a certificate as per clause 23 of Section-II?	Yes. Provision of tender clause shall prevail.
81			 Kindly help us share list of approved sources for following: a) Raw Material Corten-A is not available in India. Kindly help us with list of sources Corten has approached for development. It wd also help if we get Steel Source Approval Process which may be shared with Steel Mills from our side. Alternatively, any approved alternate material which may suffice RCP and Tube. b) List of approved sources for Container specific special items like Corner Castings, Lock System etc c) List of Classification Society members/ agencies who are approved by Concor for Certification of Capacity & Capability. 	List of approved sources are not available with CONCOR. As confirmed by DG Shipping vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers manufactured in India as on 10.06.2021. The updated status & list may be obtained from DG Shipping. All the containers will be certified for design type and individual inspection by any of the agencies (subject to their registration with IACS OR IMO & Director General of Shipping, Govt. of India, Mumbai. Provision of the tender shall prevail.
81.1	Clause 7.0 of Section III (Pg 27)	Payment	Seek re-consideration for following <u>crucial commercial points</u> : a) Advance money @ 30% of PO for this development order	No advance payment to be made by CONCOR, Provision of tender clause shall prevail.
81.2			b) Having addition clause for of price volatility considering RM Index	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable. Provision of

				tender clause shall prevail.
81.3	Clause10.2 &10.5 of Section II (Pg 12)	Evaluation of price bid	c) Bid price to be Ex Works to avoid price impact due to Freight considering our geo-location in South India. Alternatively, can we supply to any nearest Inland Container Depots.	
81.4	Point no.2 of Clause 1 of Section 1 (Pg 1)	Estimated cost	d) Bid Target Price seem too tight @ 196 Cr for 6000 Nos considering Mkt Price of equivalent Steel Grades. Adding it to Investment load, 3 rd Party inspection, freight etc.	Provision of tender clause shall prevail. Please refer Corrigendum-2.
81.5	Clause 3.2.1 of Section II of (Pg 7)	Tender sets shall be issued free of cost to MSE's registered with the above agencies for the tendered item.	e) Performance BG waiver for MSME	Provision of tender clause shall prevail.
82	Clause 2.1 of Section-II (Pg 5) & Clause 2.2, 2.3 & 2.4 of Section V (Pg 36)	Standard & Regulations	As this is a new Business potential, we seek your re-consideration for differing mandate of availability of following certifications before Bidding. These shall be definitely processed on getting Business award: a) Capacity & Capability Certificate b) OHSAS 45001: 2018 c) TIR Certification d) UIC Certification 592-2 e) TCT Certification from Health Deptt Australia (Is it for Plywood as a component or for company?) Should these be mandatory, please extend Bid Target date by a fortnight.	Provision of tender clause shall prevail.
83			For initial few container builds, we shall seek your consent for following alternate manufacturing operations& methodology: a) Possibility of using CNC Press brake instead of Roll forming b) Outsourcing of Laser cutting c) Usage of Sand Blasting instead of Shot Blasting d) Manual welding instead of Robo Welding e) Leak Testing on available setup for certified Bus Body Building However requisite procedure shall be commenced for processing further business.	Provision of tender clause shall prevail.
84			Kindly share approved Drg or relevant standards being considered for commonality of new developments in India.	Specifications have already been available at Section-V of the tender document. Provision of tender clause shall prevail.

85	Clause 7.1 of Section V (Pg 38)	Surface Preparation	Is open Shot blasting acceptable.	Plz refer technical specifications as provided in the Section-V of the tender document. Provision of tender clause shall prevail.
86	Clause 16.0 of Section III (Pg 31)	Transfer & Subletting	Can successful bidder take help of outsourcing for mass production.	No. Provision of tender clause shall prevail.
87	Clause 16.0 of Section II (Pg 15)	Performance Guarantee	Is PBG can be provided at the time of Invoice submission.	PBG is to be submitted as per Clause 16.0 of Section-II of tender document. Provision of tender clause shall prevail.
88	Clause 2.0 of Section III (Pg 24)	Inspection & Tests	Inspection Charges to be paid by the seller or the Buyer (ie Concor)	Inspection charges shall be paid by the supplier. Provision of tender clause shall prevail.
89	Clause 7.0 of Section III (Pg 27)	Payments	30% advance payment of the PO value along with Purchase order & 40%Payment after Pre Dispatch Inspection & remaining 30% payment after receipt at CONCOR.	No advance payment shall be made. Payment shall be as per Clause 7.0 of Section-III. Provision of tender clause shall prevail.
90	Clause No 2.1 of Section-II (Pg 5)	"The manufacturer should be capable of manufacturing containers as per suitable ISO 1496 series standard/ International Convention for Safe Container (IMO CSC Code, 1972, as Amended). The Capability, Annual Capacity and Quality assessment of manufacturers may be carried out by any of the Classification Societies/Registered Organisations (registered with IACS/IMO and Directorate General of Shipping, Gov. Of India, Mumbai) following comprehensive procedures developed by them	Query: We have approached different classification societies and they have shared the registration Certificate with IACS & IMO. While, during our Pre-EOI meeting held on 15.04.2021 CONCOR mentioned that only Indian Registrar of Shipping (IRS) is Registered with Directorate General of Shipping, Mumbai. Other classification societies are already involved in Approval, Inspection and Certification of containers manufacturing in India. Kindly confirm that any other Classification Society along with Indian Registrar of Shipping (IRS) are Registered with Directorate General of Shipping, Mumbai or NOT so that we can initiate our discussions with these approved Classification Societies in obtaining required "Competent Manufacturer Certificate" for participation in this tender.	As confirmed by DG Shipping vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers manufactured in India as on 10.06.2021. The updated status & list may be obtained from DG Shipping. All the containers will be certified for design type and individual inspection by any of the agencies (subject to their registration with IACS OR IMO & Director General of Shipping, Govt. of India, Mumbai. Provision of the

				tender shall prevail.
91	Clause No 2.2 of Section-II (Pg 5)	Qualification Criteria states the tenderer must have achieved Minimum Average Annual Turnover of Rs. 1.75 Crore from operations during the last three (3) years i.e., 2018-19, 2019-20, 2020-21.	The published estimated cost for 6000 container is Rs. 196.56 Crore (Excl. Freight & Insurance) to be distributed to 6 successful bidders making per bidder supply order value of Rs. 32.76 Crore (approx.) Query: We request for Amendment in this clause and to be modified in line with Government Fabrication/Rehabilitation tender's clauses as: 'The tenderer must have successfully completed any of the following during last 03 (three) years, ending last day of month previous to the one in which tender is invited: 1. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or 2. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or 3. One similar work each costing not less than the amount equal to 60% of advertised value of the tender, or 4. Existing Container manufacturer in India. (In past three year they have supplied minimum of 50 Nos. or more containers) (Similar work like wagon manufacturing, heavy fabrication etc.) This will ensure Technically and financially qualified bidders, who will be able to execute complete order within defined delivery timelines of this tender.	Being a developmental tender, relaxed qualification criteria including minimum average turnover requirement have been adopted because this tender is floated with the aim of developing the Indigenous Bidders for the Container Manufacturing. Provision of tender clause shall prevail.
92	Clause No 6.5 of Section-II (Pg 11)	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm prices, hence escalation whatsoever shall not be payable	Query: There has been a sharp and ongoing upward increase in the steel and other related bought out items therefore to sustain the firm prices for supplies in 15 months' time it will be extremely difficult to execute the order, we request for mutual benefit of buyer & Seller to incorporate Price Variation Clause (PVC) in line with existing Indian Railway Procurement clause for any long duration tender.	Price Variation is not applicable. Bidders are requested to quote the firm prices as this tender is based on firm price, hence price escalation whatsoever shall not be payable. Provision of tender clause shall prevail.
93	Clause No 7.1.1 of Section-III (Pg 27)	100% payment of the value of the invoice will be made after inspection, receipt of material and requisite documents and acceptance of same by authorized representative of CONCOR certifying that the material has been received in good condition. Payment will be released for the received quantity in good condition at consignee end along	Bought out items, procurement of the same will required huge working capital requirement. We propose CONCOR to incorporate	No advance payment shall be made. Payment shall be as per Clause 7.0 of Section-III. Provision of tender clause shall prevail.

		with list of stated documents should		
		be submitted while claiming payment.		
94	Clause No 16 of Section-V (Pg 42)	Materials	Query: We have requested for quote from various reputed manufacturer for CORTEN-A Steel and not received any. Request CONCOR interventions to get the quote within one week. Or Procurement of steel for 1000 container will have same MOQ issue in different sizes. As tender is for 6000 Nos. containers CONCOR can procure the steel and provide as free supply items to the successful bidder. CONCOR can negotiate heavy get bulk buying discount and timely delivery and will not have any MOQ issues. CONCOR to confirm use of equivalent Material Grade JIS G 3125 SPAH for manufacturing of ISO Container 20Ft x 8Ft x 9.6Ft End Open High Cube (34T) as mentioned under present tender specification.	Provision of tender clause shall prevail.
95	Clause 10.5 of Section II (Pg 12) & Annexure 9 of Section VI of (Pg 70)	Evaluation of Price bid Sample sheet for Evaluating price bid	in Annexure – 9 (Page 70 of the tender document) would be including those two cost elements. It is suggested that these two vary according to the distance from which a factory lies away from	Estimated Cost of 6000 Containers is Rs. 212.86 Crore (Incl. of all) i.e. Cost of the containers inclusive of Freight, Insurance & Taxes. In this regard, please refer Corrigendum-2.
96	Clause 2 of Section I (Pg 2) & Clause 16.0 of Section II (Pg 15)	Tender Processing fees Tender Sale Price Performance Guarantee	It is earnestly requested that Central Government Organizations may be exempted from document sale price, tender processing price as given in the para 3, section I as well as performance guarantee of 3% of the contract price as in para 16 section II and para 10 section III.	Relevant documents permitting exemptions may be submitted. Provision of tender clause shall prevail.
97	Clause 5.0 of Section III (Pg 27)	Packing	Nature of packing details are not clearly outlined in para 5.0 section III since this has an impact on the cost of supply.	Provision of tender clause shall prevail.
98	Clause 2.1 of Section III (Pg 25)	Certification of Inspection & Approval	whether all 1000 containers shall be tested and certified before shipment as per the para 2.1 in section III	As per ISO 1496/1. Provision of tender clause shall prevail.
99	Clause 2.5 of Section V (Pg 37)	Classification Society		As confirmed by DG Shipping vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers manufactured in India as on

				10.06.2021. The updated status & list may be obtained from DG Shipping. All the containers will be certified for design type and individual inspection by any of the agencies (subject to their registration with IACS OR IMO & Director General of Shipping, Govt. of India, Mumbai. Provision of the tender shall prevail.
100	Clause 13.2 of Section V (Pg 40)	Testing & Inspection	Number of tests mentioned for the prototype container are from "A to M" in para 13.2 of section V (page 40) but whereas in the para 13.3 section V only tests from "a to e" are suggested for the mass production containers. I.e not all tests shall be needed as in the para 13.2 for the mass production. Is it confirmed?	Provision of tender clause shall prevail.
101	Clause 13.2 of Section V (Pg 40)	Testing & Inspection	The entire tender document indicates 100% inspection of containers during mass production by third party agency like IRS. Is it a requirement and mandatory?	Provision of tender clause shall prevail.
102	Clause 2.0 of Section V (Pg 36)	Standard & Regulations	In Page 36 of Section V, following certifications are indicated: - 2.2. TIR Certification: The Customs Convention on "The International Transport of Container" (TIR). 2.3. UIC Certification: The International Union of Railway (UIC) Code 592–2 OR CSC Certification: The International Convention for Safe Containers (CSC). 2.4. TCT Certification: all exposed wooden components used for container will be treated to comply with the requirements of "cargo Containers-Quarantine Aspects and Procedure" of the Common wealth Department of Health Australia. These certifications need elucidation.	Provision of tender clause shall prevail.
103			List of classification societies registered with IACS, IMO and Directorate General of Shipping may kindly be shared, since these are not available in websites.	As confirmed by DG Shipping vide email dated 10.06.2021, M/s IRS is the approved agency for the inspection of Containers manufactured in India as on 10.06.2021. The updated status & list may be obtained from DG Shipping. All the containers will be certified for design type and

				individual inspection by any of the agencies (subject to their registration with IACS OR IMO & Director General of Shipping, Govt. of India, Mumbai. Provision of the tender clause shall prevail.
104			Clarification based on IR CLASS document Following is stated in para 1.4.1 of IR Class document (page 5): 1.4.1 The steel and corner fittings are to be manufactured at works approved by IRS. Other components may be accepted based on the component manufacturer's certificates and on verification of effective controls having been applied by the Container manufacturer on the component manufacturer/s. This needs to be clarified.	Provision of tender clause shall prevail.
105			1. Almost all the participants has similar queries compared to the last EOI meet i.e. with regard to steel grade, shot-basting, technical dimension - container gross weight, ISO containers testing frame, Classification Inspection and Finance, etc. 2. My firm suggestion is to consider to order with eligible or interested manufacturers a pilot project prototype development order of 2 to 5 units. Silent advantages of point the no 2- On successful prototype container testing and development it will be easier to plan procurement, production, commercials and finance for any MSME or PSU's.	
106	Clause 16 of Section-V (Pg 42)	Material	- Steel Grade: I believe CONCOR shall positively consider to allow for the grade IRS M 41 against Corten Steel for production or at least for manufacturing of prototype & its strength testing. Both these grade has common strength properties and is the most nearest easily available Indian grade steel in corrosion resistance properties. Also the minimum order QTY of Corten steel to develop prototype is not feasible.	the Section-V of the tender document. Provision of the tender shall prevail.
107	Clause 1.0 of Annexure A of Section-V (Pg 44)	Dimensions	verify this with field bend tolerance and similarly to be incorporated	specifications are provided in the Section-V of the tender document. Provision of tender

	T			T
			development stage. Furthermore the dimensions and specs are special	
			to Concor so developing these specs is of doubtful value to any	
			manufacturer keeping general market sale in view.	
108			- Commercials: I have noted in the meet that one of the participant	Provision of tender clause shall
			have indicated the current Corten Steel price as INR 105 Per Kg. with	prevail.
			this regard the approx. Tare weight of the container indicated in	
			technical bid i.e. 2800 Kgs + Min Wastage the total steel input is 3000	
			Kgs multiply by INR 105 is Total INR 315000 Plus GST 18% i.e. INR	
			371700.00 for Ea Container Steel Input Cost Only	
			Note: This is only the steel input cost at sellers ex go-down. I have	
			considered the floor ply to steel cost as it will be similar in end cost.	
			This excludes any paint, info-safety marking, class society surveys-	
			approvals & certification fee, manufacturer's infrastructure &	
			overheads, labour cost, etc.	
			Solution: Steel pricing are trending historically high at this point and	
			it is expected to come down in near future. So in this time of	
			uncertainty till things settle. It is better concentrating on prototype	
			development by supporting the interested parties. It will surely	
			clarify many doubts with seller and purchaser both.	
109	Clause 7.0 of Section	Payments	- Finance: All the input raw materials required are to be procured in	No advance payment is to be
	III (Pg 27)		bulk quantity and has an upfront cost. To develop the container at	paid. Provision of tender clause
			competitive price. So considering advance terms of minimum 50%	shall prevail.
			based on win-win deal is suggested. It is specially required at initial	
			stages of develop and R&D. Later these advance terms can be eased	
			or re-negotiated.	

110	Clause 2.5 of Section V (Pg 37)	Classification Society	prototype manufacturing with interested party can bring results in 3 months and further production and commercials can be planned based on the results more precisely. This can also achieved alternate to this tender. I am writing these trusting Concor's positive approach to boost & develop shipping container manufacturers in India. Hope this may interest you.	vide email dated 10.06.2021,
111	Clause 2.4 of Section-II(pg 6) and Clause 24 (a) Section-II (pg 21)	Veification of local content: Class-I local supplier/Class II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (For details, plz refer Clause 24.0 of Section-II).	1. Is the percentage of local contents to be worked out by weight of indigenous material vis-a-vis total weight of the container? 2. Is there any standard format of the certificate from Statutory Auditor or Cost Auditor? 3. As we are the manufacturer of containers (original equipment manufacturer), kindly confirm if the Class-I Supplier certificate is issued by the Statutory Auditor of the company is sufficient. Please clarify?	(i)Percentage of local content & its certification shall be in terms of value/cost and to be certified as per Clause 2.4 & 24.0 of Section-II. Provision of tender clause shall prevail.
112	Clause 13.2of Section-V (Pg 40)	/	Corner Post tension test – Each Corner Post should have tension test with 17000 kgf for the container with max gross weight 34000 kg instead of 15240 kgf indicated in the tender document.	Replace Para 2 of clause 13.2 of Section-V: 'Each assembled corner post structure will have tension test with 15,240 kgf after welding

				in the construction line'
				with_
				Each assembled corner post structure will have tension test with 17,000 kgf after welding in the construction line.
				In this regard, please refer Corrigendum-2.
113	Clause 9.3of	DOOR FRAME a) Door Vertical	Please advise, can we use Door Vertical Rail of sections RHS	Provision of tender clause
	Annexure A of	Rail: 100 x 50 x 4.0 mm (Inner	100x50x3 mm in place of 100x50x4 mm, as this is industry standard	shall prevail.
	Section-V (Pg 49)	&Outer)	and also higher door weight will increase door till issue.	
114	Clause 5.3of	TOP END RAIL (sub-assembly) The	Please advise, can we use SHS 60x60x3 in place of "Z" shaped	Provision of tender clause
	Annexure A of	top end railis constructed with one	pressing steel plate of 4 mm thickness.	shall prevail.
	Section-V (Pg 47)	"Z" shaped pressing steel plate of		
		4mm thickness. The inner part is		
		extended inwards of the container		
		certain distance with full width from		
115	C1 (1-C	front part of top corner castings.	As immediately of the most should be desired as for the state of the s	Durania and Control and American
115	Clause 6.1 of Annexure A of	REAR CORNER POST:- Each corner post is constructed from inner	As inner part of channel shaped hot-rolled section steel of size 113x40x12mm is not available in India. So can we use either bend	Provision of tender clause shall prevail.
	Section-V (Pg 47)	part of channel shaped hotrolled	section of size 113x40x12mm or Extruded channel section of size	snan prevan.
	Section- v (1 g +/)	section steel and an outer part of steel	125x40x8.1mm. Please confirm the same also area moment of	
		pressing, welded together to form a	Inertia of proposed extruded section size 125x40x8.1mm is high as	
		hollw section to ensure the door	compared to area moment of Inertia of channel shaped hot-rolled	
		opening and suitable strength against	section 113x40x12 due to high width.	
		the stacking and racking. Four (4)	č	
		sets of hinge pin lugs are welded to		
		each outer part of the corner post.		
		Inner Part:113X40X12 mm		
116	Clause 8.2 of	Coating		Yes. Provision of tender clause
115	Section-V (Pg 38)	Doop oppying Till		shall prevail.
117	Clause 1.4 Annexure	DOOR OPENING The opening of	The door opening height 2566 mm without 3.0mm checkered plate	Provision of tender clause

	A of Section-V (Pg 44)	door, preferably having dimensions equal to those of thee internal cross-section (height and width) of the containers ana, in any case, not less than the values given below: AS PER TABLE-3, AMENDMENT-10F (ISO 668) Height, Width & Door openin9 2566 mm, 2286 mm & 270° Clause 1.44 (Page No 44 of 70) 3.0mm checkered plate welded to the edge. Hence the door opening height may be changed to 2566 mm-3.0mm=2563mm.	welded to the edge. Hence, the door opening height may be changed to 2566 mm-3.0mm=2563mm	shall prevail.
118	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Fork pocket assembly CORTEN A (SPA-H) Cross member CORTEN A (SPA-H) Bottom side rail CORTEN A (SPA-H) Front Bottom Rail CORTEN A (SPA-H)	Please advise, whether Indian Grade IRSM 41-97 can be use in place of CORTEN A (SPA-H) as IRSM 41-97 has similar mechanical as well as chemical properties.	Provision of tender clause shall prevail.
119	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Mild Steel Checker Sheet Q235	Please advise, if we can use IS 2062 E-250/any other approved Indian equivalent material in place of Q235, having similar mechanical as well as chemical properties.	
120	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Locking cam keeper S20C, Electro zinc plated or to suit cam Locking cam S20C, H.D.G. or to suit cam Door Hinge - S25C, Electro zinc plated	Please advise, if we can use AISI 1020/any other approved Indian equivalent material in place of S20C/S25C, having similar mechanical as well as chemical properties.	prevail.
121	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Locking rod STKR41, H.D.G.	Please advise, if we can use IS 1161/any other approved Indian equivalent material in place of STKR41, having similar mechanical as well as chemical properties.	

122	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Lashing Bar, Lashing Ring SS41, Electro Zinc Plated	Please advise, if we can use EN8D/any other approved Indian equivalent material in place of SS41, having similar mechanical as well as chemical properties.	
123	Clause 16 of Section-V (Pg 42)	MATERIALS The main materials used in construction are as follows or approved equivalent. Corner fitting SCW49.	test as per ISO 1496/1:1984(E)	As per Clause 6.0 of Section-V (Technical Specification), Construction requirements for 20Ft High Cube End Open 34T dry freight steel Containers are at Annexure - A. Broad details of major assemblies/items are given. Supplier can use stronger/equivalent design while being within the permissible tare weight. Supplier to use appropriate designs for assemblies/items for which details are not indicated subject to approval by the certified agencies as mentioned in clause 2.5. Plz refer technical specifications as provided in the Section-V of the tender document. Provision of clause shall prevail.

124	Clause 3.2.1 of Section-II (Pg 7)	Exemptions	copy of UDYAM Reg. certificate enclosed for your kind reference. We are also registered with NSIC for tendered/similar items vide registration no. NSIC/GP/KAN/2015/0015815 valid up to 16.07.2021. A copy of our NSIC Registration Certificate enclosed for your kind reference.	Provision for MSE & exemptions have been provided in Clause 3.2 of Section-II of Tender Document. For all the suppliers, including MSE, Bid Security Declaration is to be submitted as per Clause 3.1 of Section-II. Provision of tender clause shall prevail.
125	Clause 16 of Section-V (Pg 42)	Materials	Thank you for arranging the pre-bid conference and providing us with the window to present our prayers and observations on the terms, conditions and technical specifications of the item, namely "Freight Containers" compliant to ISO 668 & 1496. And allied other standards. We are privileged to furnish our comments as under for your kind perusal and incorporation as would be deemed required and justified. 1) The material specification to be modified to IRSM41 which is a commonly used CORTEN A Steel, duly time-tested by the Indian Railways for construction of Freight Wagons. Attached link https://rdso.indianrailways.gov.in/works/uploads/File/IRS%20M%2041-97.pdf may kindly be referred to for elaborations about a lengthy and painstaking research and appraisal.	Provision of tender clause shall prevail.
126	Clause 16 of Section- V (Pg 42)	Materials	2) Both Hot & Cold rolled steel plates to be permitted (for thickness of 2 mm Cold Rolled Steels are sometimes easier made through conversion of higher thickness HR Coils)	Provision of tender clause shall prevail.
127			3) SPA-H Steels are now averaging at a Price of INR 1.05 L per Ton and a container requiring about 3 Tons of Steel will cost over INR 3.0 L while CONCOR has expressed a budgetary price which cannot be matched with the prevailing cost of Steel.	Provision of tender clause shall prevail. In this regard, please refer Corrigendum-2.
128	Clause 2.2 of Section-II (Pg 5)	The turnover must have	4) With the MOQ off 1000 containers, investment on Steel along will be about INR 30 Crore whereas the bidders with Turnover of INR 1.75 Cr are called upon to participate and this is a big contrast.	

129	Clause 7.0 of Section-III (Pg 27)	Payments	5) Further, Advance Payment against matching Bank Guarantee has not been offered and may please be included by all means.	No advance payment shall be made.
130	Clause 6.5 of Section-II (Pg 11)	Price Variation is	6) A suitable price escalation clause may also be introduced so as to give cost protection to the suppliers so that they in turn are enabled to offer price protection to CONCOR.	
131	Clause 25 of Section- II (Pg 22)	Distribution of Quantity	7) Since there are many contenders, as the pre-bid meeting revealed, the MOQ may be revised to 200 / 300/ 500 numbers to encourage more and more manufacturers to enter in the domain from the SME bandwidth and which will be in line with GOI strategies in vogue.	Provision of tender clause shall prevail.
132	Clause 13.2 of Section-V (Pg 40)	A prototype will	8) In the section-V, the technical reference to ISO-1496 (5 th Edition) must be revised to the Latest one i.e., the 6 th Edition.	As per clause 2.0 of section V, container shall generally be designed, manufactured and tested in accordance with the requirements of latest version of the ISO standards and regulations as mentioned in cl.2.1 to 2.5 of section V. Provision of tender clause shall prevail.
133	Point (i) of Clause 2.1 of Section V(Pg 36) & Clause 2 of Annexure A of Section V (Pg 35)	ISO Standard Rating (Gross Weight)	9) The Gross Weight of 34 T is out of reference and must be amended to 36 T as per ISO-668. 10) There is no provision for Net Weight in the Standards, and therefore the same should be eliminated	Provision of tender clause shall prevail.
134			11) In absence of discrete designation of the trapezoidal sections in the ISO Standards, such information may be declassified from the technical specifications and the manufacturers should be given enough liberty to design and manufacture containers in obedience to the Standards only.	Provision of tender clause shall prevail.
135	Point (iii) of Clause 2.1 of Section V(Pg 36)	ISO Standard .	12) The 20 feet Hi-Cube containers which are designated as 1CCC are not categorically included in the Test-Load tabulations in the ISO 1496, hence it may kindly be clarified as to how to correlate and compare the Test Parameters and process instructions given by CONCOR against the ISO 1496.	Provision of tender clause shall prevail.