

### **Corrigendum-IV**

Tender No. : CON/IT/TKD/AI/2021/01

Date: 16/09/2021

This is in reference to the **Tender No. CON/IT/TKD/AI/2021/01**- Open Tender (e-Tender) in Two Bid System for Providing AI based Container Terminal Management System including Gate Operations, Rake Operations, Yard Operations, Cargo Module, Warehouse Module, Custom Examination Module, FMLM etc. at Container Depot, ICD-Tughlakabad (New Delhi) for a period of 03 years. After considering the pre-Bid queries, the changes in certain clauses are as under :

<b>SNo</b>	<b>Clause No.</b>	<b>Existing</b>	<b>Amended</b>
1	Clause 15 of Section-II	Clause 15 : - Specific Inclusions in the Bid and sub-clauses 15.1 to 15.7	Clause 15 and its sub clauses 15.1 to 15.7 stands deleted.
2	Clause 1.6.1 of Section-IV (New clause)	-----	Irrespective of whatever has been mentioned in the tender document, no hand held device/ tab (customized or otherwise) shall be permitted in Gate Operations, Rake Operations & Yard Operations as defined in current/ expected process of Clause 1.3 & 1.5 of Section-IV of Tender document. This shall however not be applicable for Container Handling Equipment (CHE)
3	Para-1 of Clause: 24.14.5.1 of Section-II	<p>Technical Eligibility Criteria:</p> <p>The technical eligibility for the work, shall be satisfied by either the 'JV in its own name &amp; style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of the cost of work as defined in NIT. If other member is a Start-up firm registered under DPIIT, then this member will be exempted having minimum 10% of the cost of work as mentioned above.</p>	<p>Technical Eligibility Criteria:</p> <p>"The technical eligibility for the work, shall be satisfied by either the 'JV in its own name &amp; style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of cost of work as defined in NIT. If other member is a 'Registered MSE' or 'Start-up firm registered under DPIIT', then this member will be exempted from having minimum 10% of the cost of work as mentioned above".</p>

4	Clause 8.2 of Section-II	<p>The Goods that are complete and ready for shipment within 15 days after the receipt of notice of termination shall be purchased by the purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and /or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the contract in question.</p>	Stands deleted.
5	Clause 21 of Section-II	The total project schedule shall be 180 days from the date of Purchase Order for acceptance.	The total project schedule shall be 210 days from the date of issue of Letter of Acceptance.
6	Clause 8 of Section-III	<p><b>Delivery schedule/ Completion period</b></p> <p>The system should be implemented, integrated and accepted within 180 <b>days</b> from the date of the purchase order as per project schedule.</p>	<p><b>Delivery schedule/ Completion period</b></p> <p>The system should be implemented, integrated and accepted within 210 <b>days</b> from the date of issue of Letter of Acceptance.</p>
7	Para-2 of Clause 5(ii) of Section-II	Forfeiture of its performance security, imposition of liquidated damages and/ <b>or</b> termination of the Contract for default <b>and</b> purchase of undelivered goods from alternative sources at the risk and cost of the supplier in accordance with clause <b>7.2.</b>	Forfeiture of its performance security, imposition of liquidated damages and/ <b>or</b> termination of the Contract for default.

8	Clause 7.2 of Section-II	In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered <b>and the supplier shall be liable to the Purchaser</b> for any excess costs for such similar goods (.). However, the Supplier shall continue the performance of the Contract to the extent not terminated.	The clause stands deleted.
9	Item no. 5 of Clause 1.17.1 of Section-IV	Truck Number (after standardization of truck number plates)	Truck number (Irrespective of the standardization of number plates)
10	Clause 1.6.1 of Section-IV (New clause)	-----	Irrespective of whatever has been mentioned in the tender document, no hand held device/ tab (customized or otherwise) shall be permitted in Gate Operations, Rake Operations & Yard Operations as defined in current/ expected process of Clause 1.3 & 1.5 of Section-IV of Tender document. This shall however not be applicable for Container Handling Equipment (CHE)
11	Para-2 of Turnover in NIT	In case the bidder or either member of JV is a Start-up registered under DPIIT, registered with MSME for the purpose, the tenderer must have received total contractual payments/ turnover/ revenue (income) from operations of Rs.8,970.69 Lakhs in the previous three financial Years (i.e. FY 2018-19, 2019-20 & 2020-21) and the current Financial Year upto the date of inviting of tender.	In case the bidder or either member of JV is a ' <b>Registered MSE</b> ' for the purpose (Similar works) <b>or a 'Start-up registered under DPIIT'</b> , the tenderer must have received total contractual payments/ turnover/ revenue (income) from operations of Rs.8,970.69 Lakhs in the previous three financial Years (i.e. FY 2018-19, 2019-20 & 2020-21) and the current Financial Year upto the date of inviting of tender
12	Clauses 3(viii), 7.1, 7.2, 7.2(b), 7.3(i) & 7.3(ii) of Section-I	UdyogAadhar Memorandum	UdyogAadhar Memorandum/ Udyam Registration Certificate

### 13. Reply to the queries during Pre-Bid Meeting :-

S.N	TENDER CLAUSE	STATEMENT OF THE TENDER DOCUMENT	COMMENTS BY THE PARTIES	CONCOR's Reply to be uploaded on website.
1	Clause 1.4 of Section-IV	<b>Coverage Area</b> Area of Operations for ..... <ul style="list-style-type: none"> <li>Number of Warehouse Entry/Exit Points - 01</li> </ul>	Are there multiple gates to enter for container?	The details may be seen in the Clause 1.4 Section-IV of the tender document. Provisions of tender clause shall prevail.
2	----	----	How many entries per gate per minute? Or it's random?	No study has been carried to estimate this.
3	----	----	Is your accuracy criteria valid in foggy or rainy weather too?	The solution should provide accuracy in all weather conditions.
4	----	----	Do containers enter at night too?	The container depot is functional on 24*7 basis including Saturdays, Sundays & all Holidays.
5	----	----	Do you have GPUs in your server?	Service Provider has to install its own infrastructure/ equipment to fulfill all the service requirements.
6	Clause 1.5 of Section-IV	After implementation of the AI/ML solution, ..... made in the software.	What's your current end to end process visually?	The existing processes are detailed in Section-IV of the tender.
7	----	----	What will happen if more than 1 company will surpass your 95% and less than 10 sec target? Then what will be your selection criteria?	Financial bids of all technically qualifying agencies will be opened and the bidder with lowest quote will be awarded the contract. Please refer Clause 14 of Section-I of tender.
8	----	----	Do you prefer open source softwares or paid ones?	There is no preference. If paid software is installed, the cost should be part of price bid. No separate charges is payable other than what is quoted by the bidder. Data security and integrity is paramount.
9	----	----	How will you give access to your database? Full access or API access?	API access only will be provided.

10	----	----	Do you have existing cameras installed in your premises? If yes, are you ready to share it's historical feed?	No historical data of cameras is available.
11	----	----	How will you manage different POC teams to take the same data?	The service provider will need to install the infrastructure for capturing the type of data as mentioned in POC. Suitable POC slots shall be provided within the given time frame.
12	----	----	There is no difference in POC and final product in AI, how will you consider this? Scaling, deployments and other integrations are IT parts and handled in different ways, so how will you compensate if everyone is making a whole AI product in POC?	POC is planned on a limited scale and only to demonstrate the key capabilities required to successfully meet the service requirements. The POC is to be carried out as part of technical evaluation. The POC would be carried out by the bidders at their own expense.
13	----	----	What about the vision data as per different seasons? An AI model may or may not have the same accuracy in different seasons, so how will you rely on testing in November if data is taken in a better condition(post rainy season)? Maybe it will give good accuracy in November and bad accuracy in the winter season with fog or rain or whatever. So when automation is done then it might be possible that any one who shows accuracy of 95%+ in a good environment in POC can show really bad performance in other conditions in production.	The system has to be accurate in all weather conditions. The accuracy during POC and uptime during the operational period should be as per the tender document i.e. min. 95% during POC and uptime of 99.8% during operation period.
14	----	----	Data exploration: historical data has been already labelled or it's in raw data format, if it's not explored yet, then it'll require additional time frame for labelling data for training the AI model. So additional time and efforts are required to complete this task even before starting a project.	There is no historical data or raw data available. Service provider needs to collect the required data and establish the POC within the given time period. POC is mainly for ascertaining correctness/ authenticity of captured data, no analysis is involved at POC stage.
15	----	----	Timeline: timeline proceeded in bid documents is fixed, however it has to be determined based on quality and volume	Tender provisions shall prevail.

			of data will be used to train the model. It can be fixed only for IT components of the solution however the AI model will be dependent on the amount and quality of data.	
16	----	----	Accuracy: it's been fixed in the bid documents, however it's determined based on the quality and volume of data will be used for training. If we get poor quality of data, accuracy will be low, however high quality of data leads to higher accuracy. Such a data video feed should have high resolution with clear visibility and readability of all data points in the data feed.	Data acquisition shall be examined on a real time scenario basis. Accuracy will be verified by the POC evaluation team for minimum amount of transactions as described in Scope of work for proof of concept in Section-IV, Clause 1.16 Page No: 81
17	Clause 14.0 Criteria No. II point c (Page 14)	----	Lead time to start PoC is short. Due to chip shortage, There is a significant delay & lack of commitments from OEMs for HW, Camera, network & communication devices. 30 days is too short period to even start the PoC. It is requested to provide a lead time of 120 days for procurement of necessary hardware for PoC. 2 months of PoC time from procurement is ok.	POC is planned on a limited scale and does not require to install the complete infrastructure for the entire yard. HW, Camera, network & communication devices required will be bare minimum. Tender provisions shall prevail.
18	Clause 8.1 (Page 23)	----	Supplier will be doing a significant investment of capex & opex for the project. This clause is detrimental to supplier & will lead to losses. As per contract duration, 3 years of minimum commitment is required for supplier to invest in the project. Request you to consider removal of this condition.  Alternatively how agreed amount will be derived for initial project investment reimbursement to supplier? At least entire hardware & implementation cost (except proprietary cost of sw) must be reimbursed	Tender provisions shall prevail.

			in case of termination for convenience.  Also is there any condition attached to this decision?	
19	Clause 15.5 (Page 25)	----	Pls elaborate the expectations, specifications on performance benchmarks. Also pls clarify how it will be used for qualification & evaluation of bidder proposal. Also pls do clarify the certifying body/agency for full disclosure report.	The said clause is generic and not relevant to this tender since this tender is on Opex basis. The same stands deleted along with all sub-clauses under clause 15 of Section-II.
20	Price Schedule item no 2 (Page 96)	----	There is no minimum guarantee for container traffic given in the tender. The vendor is expected to invest capital to set up the infrastructure. Without knowing the minimum number of containers involved, it will be difficult to arrive at the Return of Investment (ROI). Request you to define minimum guarantee for container traffic.	No minimum guarantee is provided. Indicative quantities have been mentioned. Tender provision shall prevail.
21	Section IV clause 1.3 point 1 (Page 37)	----	Size of seal & its number is very small. Is it expected to capture this automatically without any human intervention?	Seal status and numbers are to be captured automatically. Following has been added as Clause 1.6.1 of Section-IV : "Irrespective of whatever has been mentioned in the tender document, no hand held device/ tab (customized or otherwise) shall be permitted in Gate Operations, Rake Operations & Yard Operations as defined in current/ expected process of Clause 1.3 & 1.5 of Section-IV of Tender document. This shall however not be applicable for Container Handling Equipment (CHE)
22	Section IV clause 1.3 point 1 (Page 37)	----	Pls share the definition of expected conditions of damaged container to be detected? Also pls share the reference images of same.	Container with any structural deformity will be considered as damaged.
23	Section IV clause 1.3 point	----	Pls clarify the existing systems & what is the required feature?	E-way bill management system is already part of the CCLS/DTMS.

	1 (Page 38)		<ul style="list-style-type: none"> <li>E.g. is E way bill management system in place or it needs to be proposed?</li> <li>Automatic allocation of slots</li> <li>Similarly yard allocation &amp; printing of slip</li> </ul>	Yard management system needs to automatically allocate based on the yard strategy which can be changed time to time.
24	----	----	Is there an existing network & connectivity to entry/exit gates as per RFP?	There is LAN connectivity in the terminals including Gate.
25	----	----	Has CONCOR done any pilot / PoC project to use AI based container tracking? What are the learnings, challenges, feedback from such project? If yes, can you pls share the findings?	Few POCs were tried out during past few years. The results can not be shared being proprietary in nature.
26	----	----	Example of pricing calculation – is it for annual volumes of container handlers across EXIM/Domestic?	As per note#2 (page 96) of price schedule.
27	----	----	Pls confirm that power for hardware to be installed at container handling equipment will be provided by equipment.	Required assistance shall be provided.
28	----	----	How many lanes are there for each entry/exit gate?	Every Gate has one lane each for entry and exit.
29	----	----	Kindly provide the GPS location coordinates of each gate where container tracking activity will be carried out?	The GPS location coordinates are not available.
30	Clause: 24.14.5.1	----	We are requesting to extend the provisions provided for DPIIT recognized startups to MSME's. From the document, Clause: 24.14.5.1 with title "technical eligibility criteria", exemption is provided only for DPIIT recognized startups. Please consider extending this exemption for registered MSME's as well.	Technical Eligibility Criteria at Para-1 of Clause 24.14.5.1 may be read as : "The technical eligibility for the work, shall be satisfied by either the 'JV in its own name & style' or 'any member having min 26% share'. Each other member of JV shall have technical capacity of minimum 10% of cost of work as defined in NIT. If other member is a 'Registered MSE' or 'Start-up firm registered under DPIIT', then this member will be exempted having minimum 10% of the cost of work as mentioned above".
31	Section IV, Clause 1.2 (page	----	Section IV, Clause 1.2 (page 35) mentions about solution integrating with commercial	APIs of the existing systems will be provided.



	35)		<p>applications like CCLS, DTMS, Ice-Gate using APIs.</p> <p>It is understood that these APIs will be provided by CONCOR and will extend/implement the new APIs if required before providing. Please confirm.</p> <p>It is also assumed that CONCOR will front end the required support with the third-party agencies like Customs for getting APIs extended for the solution usage. Please Confirm.</p>	The details of each applications is given in Section-IV and further assistance shall be provided as per the need.
32	Section II, Clause 9 (page 23)	----	<p>Section II, Clause 9 (page 23) of this document describes the Force Majeure which appears one sided with respect to damage claims.</p> <p>As the current tender is proposed in the OPEX model, suppliers will be spending on the full infrastructure upfront to provide the defined services at the start of the project. This will be recovered in the OPEX model over a 3 years period of successful execution/rendering of the services. One sided termination due to force majeure will leave suppliers in huge loss.</p> <p>Request this to be reconsidered.</p>	The tender provisions shall prevail.
33	Section II, Clause 8 (page 23)	----	<p>Section II, Clause 8 (page 23) of this document describes the "Termination for convenience" which appears one sided with respect to huge infrastructure costs incurred by supplier.</p> <p>As the current tender is proposed in the OPEX model, suppliers will be spending on the full infrastructure upfront to provide the defined services at the start of the project and these will be recovered in the OPEX model over a 3 years period of successful execution/rendering of the services. One sided termination for convenience will leave suppliers in huge</p>	Tender provisions shall prevail with respect to Clause 8.1. However, Clause 8.2 stands deleted as this tender is in Opex mode.

			loss. Request this to be reconsidered.	
34	----	----	Comparison with other financial bids post the award on a monthly basis and penalizing is a challenge for the selected bidder. Cost incurred in providing these end-to-end services will be different for vendors based on the technologies used. It is also sensitive to the variations in container movement cycles. Can you please help us understand the philosophy better and how will this be mitigated to take care of future cycle variations.	The tender provisions shall prevail.
35	Clause no. 5. JOINT VENTURE (Page 7)	----	Request you to permit consortium bidding	Tender provisions shall prevail.
36	----	----	What is the tender estimated cost?	Cost of the project can vary based on the different technologies used in implementing the required services. The bidders are expected to provide their cost and lowest cost bidder shall be awarded contract.
37	----	----	Request to exempt 100% turnover and prior experience criteria under MSME	Tender provisions shall prevail.
38	----	----	Form a framework to evaluate un-identical technologies qualifying for POC, to determine the suitability/acceptability of such technology.	Pls refer Clause 1.16 of Section-IV for details.
39	----	----	Form a reference frame to analyze the data latency and authenticity of the service provider.	Tender provision shall prevail.
40	Delivery schedule/ Completion period (Page 33)	----	Request to increase project delivery timeline to 12 months from the date of the purchase order as per project schedule	The project schedule is increased to 210 days.
41	Date of submission (Page 2)	----	Increase the time period for bid submission	Corrigendum-III has been issued.

42	----	----	Request you to share last one year historical data/ Images to train AI module	No specific historical data available.
43	----	----	Is there any yard management software being used. If yes what? And can we integrate?	At present there is no Yard management software. This has to be provided in the proposed solution.
44	----	----	Before the container arrives how long ago does CONCOR knows and how? Can we get the data?	An advance train summary is forwarded by the originating station when the train starts/ departs in CCLS / DTMS.
45	----	----	Is CONCOR integrated with PCX	No
46	----	----	In rail delivery how long ago will CONCOR come to get the rake-container mapping? Can we get it?	An advance train summary is forwarded by the originating station when the train starts/ departs in CCLS / DTMS.
47	----	----	How is message transmitted to the equipment's?	No messages are transmitted to the equipment at present.
48	----	----	Does CONCOR handle single container delivery? Or it will wait for bulk container delivery of the same stack.	Single container can be delivered.
49	----	----	In case of LFL containers what is the delivery process?	Process has been explained in Section-IV (Page 45)
50	----	----	In case of RFID seal tampered with how is the delivery given	Procedure orders are available.
51	----	----	In case of LFL containers for export does stacking in container happen in CONCOR yard, if so, then how does the process works?	Explained in Cargo & Warehouse Operations.
52	----	----	Where should be the command and control data center set-up?	At the terminal
53	Clause 4 (ii) of GCC (Page 21)	The responsibility of safety/security ..... towards any damage, breakage, theft, etc.	Bidder will be responsible and will indemnify for faults or actions directly attributable to the bidder.	Tender provisions shall prevail.
54	Clause 4 (vi) of GCC (Page 21)	The solution provider (including all its employees, etc.) ..... any other action as per extant rule.	Request that this be made mutual	Data will be owned by CONCOR and shall be CONCOR's property. The existing clause will prevail.
55	Clause 4 (iv) of GCC (Page 21)	The time for the execution ..... date(s) as specified in	It is difficult for the bidder to accept "Time is of essence" clause and its derivatives.	The time limit for commissioning of the system is being increased to 210 days from

		the contract.	Bidder is ok to comply with penalty for delays, LD related clauses for material delays or breaches to contractual obligations attributable to it, including delivery timelines & service SLA's.	180 days. The rest of the existing clause(s) shall prevail i.e. Clause 4(iv) & Clause 6(i) of Section- (GCC)
56	Clause 5 (ii) of GCC (Page 22)	Any delay by the service provider.....in accordance with clause 7.2.	It is difficult for the bidder to accept "Time is of essence" clause and its derivatives. Bidder is ok to comply with penalty for delays, LD related clauses for material delays or breaches to contractual obligations attributable to it, including delivery timelines & service SLA's.	In para-2 of Clause 5(ii) of GCC following is deleted :  "and purchase of undelivered goods from alternative sources at the risk and cost of supplier in accordance with clause 7.2"
57	Clause 6 of GCC (Page 22)	Liquidated Damages	Our understanding from the current LD clause is that there is NO upper limit or cap. We request that LD for the project (for execution as well as Support) be capped to 5% of TCV.	The tender provisions shall prevail.
58	----	----	Is it acceptable to use camera, sensors and technology such that personnel can scan the containers, wagons, etc. using mobile camera, QR code scanner, etc. for the POC or the Project?	The tender provisions shall prevail.
59	----	----	Is it acceptable to host the software application on Cloud Infra for POC or Project?	Yes. Data security needs to be maintained and meet the process times defined as per the POC in Section IV – Clause 1.16 Scope of work for proof of concept in page no: 81
60	Clause 1.2 of Section-IV (Page 37)	Any changes/ variations required in the AI/ML software due to Govt. guidelines/ CONCOR's business requirements or implementation of any amendment/ new policy will be provided by the solution provider without any extra cost to CONCOR.	Bidder requests that such changes or variations be taken care of using Change Request Procedure.	Tender provisions shall prevail. However, as already mentioned at Note#4 of Price Schedule (Page no. 96), if there is any infrastructural requirement to implement the same, cost of the additional infrastructure will be payable extra as per mutually agreed rates.
61	Note-4 of Price Schedule (Page	Any changes/ variations required ..... as per	Bidder requests that such changes or variations in the software be taken care of	Tender provisions shall prevail. However, as already mentioned at Note#4 of Price

	96)	mutually agreed rates.	using Change Request Procedure as well.	Schedule (Page no. 96), if there is any infrastructural requirement to implement the same, cost of the additional infrastructure will be payable extra as per mutually agreed rates.
62	Payment Terms (Page 32)	Monthly bill can only be raised after installation of requisite hardware/software and acceptance of system solution by CONCOR	Our understanding is that there will not be any payment milestone or release for the bidder till User Acceptance and Go Live of the system. This, along with no payment for POC, would lead to very high negative cash flow issue for SI/s. We hence request CONCOR to consider a few payment milestones for the service provider so that at least the cost for POC and about at 70-80% of implementation costs for the SI can be recoverable. The rest, along with operations & support costs can be paid based on monthly transaction volumes.	Tender provisions shall prevail.
63	Note-4 of Price Schedule (Page 96)	Indicative Traffic of Containers	For transaction based pricing, we request a certain minimum threshold be defined. We assume that the stated no.s in price schedule would serve as the minimum threshold based on which revenue determination can be done/planned by the SI.	The tender provisions shall prevail.
64	(Page 18)	If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.	Does this mean that the Certificate is to be issued from customer organization or bidder's organization? Request confirmation.	Certificate of customer organization is to be provided.
65	Clause 3 (Prices) of GCC (Page 20)	Price charged by the Supplier for any goods and services under the Contract shall not vary from the prices quoted by	This is to confirm whether Change Request/Management procedure will be followed/allowed in this project. We recommend that a suitable Change Request/Management criteria and	Tender provisions shall prevail.

		the Supplier in its bid. The price variation shall not be applicable.	procedure be defined in the RFP.	
66	Clause 7.1 (Termination by default) of GCC (Page 22)	The Purchaser may, without prejudice ..... any other obligation(s) under the Contract	<p>1. It is difficult for the bidder to accept "Time is of essence" clause and its derivatives. Bidder is ok to comply with penalty for delays, LD related clauses for material delays or breaches to contractual obligations attributable to it, including delivery timelines &amp; service SLA's.</p> <p>2. Also, in such cases of termination due to cause/breach/default, bidder requests CONCOR to provide at least 1 chance to cure and a curing period of not less than 30 days or as mutually agreeable from time to time.</p> <p>3. Bidder requests that the right to terminate due to default be made mutual.</p>	The tender provisions shall prevail.
67	Clause 7.2 (Termination by default) of GCC (Page 23)	In the event the Purchaser ..... to the extent not terminated.	We request that the differential amount payable by SI in case of step-in be capped suitably (generally, we have seen a 10% additional amount to cover for overheads & administrative charges) and we request/understand the total liability of the SI is limited to 100% of the contract value.	Clause 7.2 of Section-II stands deleted.
68	Clause 8.2 (Termination for convenience) of GCC (Page 23)	The Goods that are complete ..... for the contract in question	<p>1. Request clarity as to what happens in case goods are completed but not ready to be shipped. In case, any different treatment is to be followed or implemented.</p> <p>2. Request CONCOR to provide a prior intimation of 90 days</p> <p>3. Request provision for exit/termination/transition fee in RFP or subsequent contract</p>	The Clause 8.2 of Section—II stands deleted.
69	Clause 10.3 (Resolution of Disputes) of GCC (Page 24)	In the event of any question, ..... be binding on both parties.	Request that arbitrator be allowed to be mutually decided and appointed.	The tender provisions shall prevail.

70	Clause 1.17.1 of Section-IV (Page 82)	----	How many total gates at Concor ICD TKD currently, and how many gates have any cameras installed? Do we need to add all new hardware setup at Gate complex for both incoming and outgoing traffic	Section-IV, Clause 1.4 Page No: 40, details the total coverage area including entry/exit gates/rake etc. Hardware to be provided as per proposed solution.
71	Clause 1.17.1 of Section-IV (Page 82)	----	What all applications need to be integrated for Gate operations? Are they systems are capable of API based communication? Like RFID Seals, e-filing and GST Eway Bill	Systems are capable of API based communication. If any new API's required for the integration, CONCOR will provide required support.
72	Clause 1.17.1 of Section-IV (Page 82)	----	When will the number plates standardization will happen? As this system will depend on number plates? What are the alternative flow in case such standardization is not happening?	The proposed solution should be able to capture number plates irrespective of standardization. Item no. 1.17.1(5) (page 82) stands modified as under—"Truck number (Irrespective of the standardization of number plates)"
73	Clause 1.17.2 of Section-IV (Page 85)	----	What all applications need to be intergrated apart from Rake Operating System? Will ROS is API based and can push and pull data? Is any changes to be done at ROS end to manage the changes required for AI based system	Proposed solution needs to be integrated with CCLS &DTMS. There is no specific rake operating system.
74	Clause 1.17.2 of Section-IV (Page 85)	----	Do we have existing system to Seal Number and Container health survey using tab manually or this system need to be developed?	Currently this process is manual. Automated system needs to be provided by the service provider as part of this work. Following has been added as Clause 1.6.1 of Section-IV :  "Irrespective of whatever has been mentioned in the tender document, no hand held device/ tab (customized or otherwise) shall be permitted in Gate Operations, Rake Operations & Yard Operations as defined in current/ expected process of Clause 1.3 & 1.5 of Section-IV of Tender document. This shall however not be applicable for Container Handling Equipment (CHE)  Container health survey needs to be

				automatically detected whether damaged or not.
75	Clause 1.17.3 of Section-IV (Page 86)	----	Does CHE currently have an application for Job Processing?	CHE (Container Handling Equipment) do not have any application for Job processing.
76	Clause 1.17.4 of Section-IV (Page 88)	----	How the warehouse cargo space will be calculated? Also, any further division of 22750 sq. m available and how the current booking of space is happening? Which WMS is used currently and can it communicate using APIs? Do we need to consider L*W*H for calculation of space? or is it only L*W and height is not required? Any stacks available?	No WMS is being used currently. Current process is defined in Clauses 1.17.4 & 1.17.5 of Section IV (page 90).
77	Clause 1.17.5 of Section-IV (Page 90)	----	Any standards for Cargo packaging? Any tagging of individual cargo unit to differentiate between ownership of cargo?	Presently, there are no specific standards for cargo packaging. This has been explained adequately in Section-IV.
78	Clause 1.17.6 of Section-IV (Page 91)	----	Any specific location where custom examination with SOP?	The Custom's examination area is designated in the yard. The processes are defined in Section-IV of tender.
79	Annexure-G (Page 110)	----	Write up on ITMS says M/S Velocis is developing says, when it is functional, certain features like container scanning, tracking, direct port delivery mgmtetc will be there. Can we get a detailed list functionalities which iTMS is developing. This will help us in understanding the API end points and effort required for integration.	iTMS is likely to be functional by March, 2022. The application caters to all commercial applications (CCLS, DTMS & ETMS). The details of the new application would be shared in due course of time. A brief write-up is provided in Annexure G.
80	----	----	When is iTMS expected to Go-Live? This will help us in including the migration/integration timeline.	It is likely to go live by March, 2022.
81	----	----	How many months/years of data to be stored? Also, who will be responsible for CSP?	The data for entire period of contract in the new solution should be stored. CSP would be responsibility of the bidder.
82	NIT (Page 3)	Date & Time of submission of Tender	Since Pre bid had already got extended therefore we request you to extend the submission time to 3 - 4 weeks from the	Corrigendum-III has been issued.



			original time.	
83	Clause 7 (Page 8)	Instruction of Tenderer of Indian Bidders registered as "Micro and small Enterprises" (MSE's) for the tendered item	Please provide clarity on relaxation of the eligibility criteria for MSME company. We would like to request you to kindly allow the similar relaxation as applicable to Start Ups. For the same we would like to quote the : " MSME Notification dated 10.03.2016 and notification dated 25.07.2016 of ministry of finance ". As per these notifications MSMEs are allowed similar relaxation in eligibility as available to start-ups.	Para-2 of Turnover in NIT has been modified and may be read as :  "In case the bidder or either member of JV is a ' <b>Registered MSE</b> ' for the purpose (Similar works) <b>or a 'Start-up registered under DPIIT'</b> , the tenderer must have received total contractual payments/ turnover/ revenue (income) from operations of Rs.8,970.69 Lakhs in the previous three financial Years (i.e. FY 2018-19, 2019-20 & 2020-21) and the current Financial Year upto the date of inviting of tender".
84	Clause 1.17 of Section-IV (Page 94)	The UAT shall start within 6 months of placement of order	6 Month is insufficient for this kind of project. We request you to do this timeline for 9 months.	The project schedule is increased to 210 days.
85	Clause 1.3-1 (Page 37)	Number of seals and its condition	In the scenerio of 2 x 20 feet container, how to capture the container seal? What are the parameters for condition?	Solution provided should be able to perform adequately in all scenarios.
86	Clause 1.3-1 (Page 37)	Condition of the container (Damaged or Not)	Please share the details of damages type ?	Container with any structural deformity will be considered as damaged.
87	Clause 1.3-1 (Page 38)	Seal number capture and snapshot of the seals for non-RFID seal	What is the expectation for capturing the seal - Automated or Manual	The seal should be captured automatically. Following has been added as Clause 1.6.1 of Section-IV :  "Irrespective of whatever has been mentioned in the tender document, no hand held device/ tab (customized or otherwise) shall be permitted in Gate Operations, Rake Operations & Yard Operations as defined in current/ expected process of Clause 1.3 & 1.5 of Section-IV of Tender document. This shall however not be applicable for Container Handling Equipment (CHE)
88	Clause 1.3-1	Driver details	Please clarify the details to be captured	Driver details as per driving license should

	(Page 38)			be captured.
89	Clause 1.3-1 (Page 38)	Identify green channel, high value, AEO certified containers and automatic allocation of slots	Please clarify the classifications	These classifications are as per the Customs regulations.
90	Clause 1.3-1 (Page 38)	E-way bill details of the cargo	Please clarify the details of E-way bills and from where we may capture these details	From existing software i.e.CCLS/DTMS.
91	Clause 1.3-1 (Page 38)	Integration of e-filing with Gate Module	Please clarify the e-filing process	Section IV-Clause 1.11, page No: 68 has provided details of e-filing process.
92	Clause 1.3-1 (Page 38)	Auto-assignment of yard location and providing a print slip	Please clarify. Do we have any existing Yard Planning System available?	Not available at present and is required through the proposed solution.
93	Clause 1.3-1 (Page 38)	Periodic gate transaction reports/alerts capturing number of trucks/containers gated in or out	How much historical data need to store Example 3yrs/5yrs/7yrs	The data for period of contract should be stored.
94	Clause 1.3-2 (Page 38)	In case of train arriving from JNPT, the system should capture seal at JNPT which should be cross verified at TKD	Please clarify the expectation of capturing the seal details at JNPT? Our understanding is that JNPT to share the seal details in the required format.	Seal capturing at JNPT is in scope of this work.
95	Clause 1.3-3 (Page 38)	Relative position of the container in CONCOR format (Stack-Row-Column-Tier)	Please elaborate and explain the detail of the current CONCOR format	Current CONCOR format is STACK-ROW-COLUMN-TIER.
96	Clause 1.3-3 (Page 39)	Dwell time of the container across various stages	Please explain and specify the various stages	Current processes at ICD-TKD are detailed in Section IV – Clause 1.5, 1.6, 1.7, 1.8, 1.9, 1.10.
97	Clause 1.3-3 (Page 39)	Long standing container reports/alerts (Seized/Uncleared)	Please explain Long standing rules	Long standing containers are Inward containers which are held up at the terminal for more than 30 days. New System should be able to generate reports such as containers which are held up at the terminal for more than 30 days.
98	Clause 1.3-3 (Page 39)	Number of containers in System but not in the yard, and in the yard but not in the system	Need more information on this	Comparison of containers held in the terminal in CCLS/DTMS and those in the bidder's system. These are mismatched entries and ideally upon implementing this

				system it should be zero.
99	Clause 1.3-3 (Page 39)	Yard plan creation and filter strategy and filter definitions	Need more details on filter strategy and filter definition	As an example, Yard filters can be created based on size, source, destination, hazard category, customs inspection, green channel, AEO etc. but not limited to these Yard plan creation should have flexibility for extending as per the needs.
100	Clause 1.3-3 (Page 39)	Synchronization of different resources during job operations	Please explain this point - Synchronization of different resources during job operations	As an example, RST, ITV, RTG/RMG should synchronously utilize the resources in handling jobs such that the CHE throughput is maximized.
101	Clause 1.3-4 (Page 39)	Capture Export Application (EA no.) of a given cargo operation	We need to get this from Concor system -- Need more details	Export Application/Import Application numbers along with its details will be available as part of CCLS and can be fetched through the API.
102	Clause 1.3-4 (Page 39)	Define the unit size for the given cargo operation for counting (Units – Pallet, Bag, Barrel, Carton, etc.)	Need more detail on SKUs like Pallet, Bag, Barrel, Carton	AI based system, should be able to identify the SKU that is getting handled at a given cargo operation.
103	Clause 1.3-5 (Page 39)	Ability to capture Export Application (EA no.) of a given cargo operation	We need to get this from Concor system -- Need more details	Export Application/Import Application numbers along with its details will be available as part of CCLS and can be fetched through the API.
104	Clause 1.3-5 (Page 39)	Periodic alerts to app users	Please clarify and specify the type of alerts and attributes	Flexible/configurable alert systems should be available to alert stakeholders like CONCOR, Customs and Customers.
105	Clause 1.3-5 (Page 40)	Capturing Value addition activity & validation of payment made for the same(if any)	Please share the details of value addition activities and the cost calculation details for the same	Palletization/packing services or any other services performed at warehouse should be captured for billing purposes.
106	Clause 1.3-5 (Page 40)	Calculation of WH charges	Need more details on Calculation of WH charges	Warehouse utilization charges will be calculated based on the dwell time, area utilized. These charges will change from time to time. System should be able calculate based on actual dwell time of the cargo and the space utilized in the warehouse.
107	Clause 1.3-5	Customer Alerts	Please clarify and mention details	CCLS will have details and tariff mechanism

	(Page 40)	regarding free time/ wharfage accrued	regarding free time/ wharfage accrued. Can we get this information from existing CONCOR application?	and these needs to be computed based on the actual utilization which needs to be provided by the AI system
108	Clause 1.3-6 (Page 40)	Digitization of the customs examination process using a Tab based application	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
109	Clause 1.3-6 (Page 40)	Update the seal cut and evidence capture	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
110	Clause 1.3-6 (Page 40)	De-stuffing of the package (evidence and count capture)	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
111	Clause 1.3-6 (Page 40)	Examination of the package (evidence capture)	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
112	Clause 1.3-6 (Page 40)	Re-stuffing and door close capture (evidence and count capture)	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
113	Clause 1.3-6 (Page 40)	Re-sealing the container (Capture seal number and evidence)	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
114	Clause 1.3-6 (Page 40)	Real Time Reports on Dashboard	Please explain the customs examination procedure	Details are at Clause 1.17.6 of Section-IV of tender.
115	Section IV - Technical Specifications, Scope of the work and Technical Compliance; 1.15 Service Level Agreement (Page 80)	Total Monthly Payment (TMP) – Monthly payment decided based on the total container volumes for that particular month with consideration of minimum volume commitment	Please let us know the minimum Total container volume committed per month. This is necessary to make the bid financially viable.	The monthly payment shall be as per the containers/ TEU handled (Cycle wise).
116	Section II – General Conditions of Contract; 8.	Termination by Convenience	If CONCOR terminates the contract for convenience before the 3 year period, we would request CONCOR to make the payment for the remaining period in	Tender provisions shall prevail with respect to Clause 8.1. However, Clause 8.2 stands deleted as this tender is in Opex mode.

	Termination by Convenience (Page 23)		accordance with the financial bid submitted. This is necessary to make the bid financially viable.	
117	Section II – General Conditions of Contract; 8. Termination by Convenience (Page 23)	8.1 The Purchaser by written notice may terminate the Contract, ..... within <b>30 days</b> such termination becomes effective. 8.2 <b>The Goods that are ..... for the contract in question .</b>	We request the below change: 8.1 The Purchaser by written notice may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and within <b>90 days</b> such termination becomes effective. <b>8.2 The Goods and Services that are complete and ready for shipment within 30 days after the receipt of notice of termination shall be purchased by the purchaser at the Contract terms and prices. For the remaining Goods and Services, the Purchaser may elect:</b> <b>(a) to have any portion completed and delivered at the Contract terms and prices; and /or</b> <b>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier for the contract in question.</b> The Purchaser would pay the Contractor for all the Goods and Services delivered upto the date of the termination. The HW, SW and other Infrastructure would be purchased by the Purchaser at the Written Down Value as on the date of termination.	Tender provisions shall prevail with respect to Clause 8.1. However, Clause 8.2 stands deleted as this tender is in Opex mode.
118	Section II – General	In the event the Purchaser terminates .....	We request the below change: 7.2 In the event the Purchaser terminates the Contract in whole or in part, the	Clause 7.2 of Section-II stands deleted.

	Conditions of Contract; 7.2 Termination by Default (Page 23)	Contract to the extent not terminated.	Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered. However, the Supplier shall continue the performance of the Contract to the extent not terminated. The Purchaser would pay the Contractor for all the Goods and Services delivered upto the date of the termination. The HW, SW and other Infrastructure would be purchased by the Purchaser at the Written Down Value as on the date of termination.	
119		Limitation of liability	We request the below clause to be added:  Total financial/ cumulative liabilities of the bidder arising out of breach of contractual obligations shall not exceed the total amount paid to Bidder by the CONCOR in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose) and shall be limited to direct damages. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. However, any liabilities arising out of material breach of any third party intellectual property right infringements shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.	Not considered.
120	Point 11 of	In case of variation in	We request the below change:	Tender provisions shall prevail.

	Section III – Special Conditions of Contract (Page 33)	quantities, <b>the vitiation statement</b> ..... contractor's bill/Security Deposit/ Performance Guarantee.	In case of variation in quantities, <b>the vitiation statement</b> will be prepared. In case, there is vitiation, then the vitiated amount shall be recovered from the contractor's bill/ The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of tender (in both case for increase as well as decrease of value of contract agreement) sanction of Tender Accepting Authority, shall be taken and the vitiated amount shall be recovered from contractor's bill. In case of any decrease in the quantities, the Contractor would invoice the Purchaser at the agreed price.	
121	Point 11 of Section III – Special Conditions of Contract (Page 33)	In case of variation in quantities, <b>the vitiation statement</b> ..... contractor's bill/Security Deposit/ Performance Guarantee.	We request CONCOR to please elaborate this vitiation statement point with an example.	Adequately explained in Note (ii) of Annexure-F3.
122	Section III – Special Conditions of the contract; Clause 7. Uptime (Page 33)	The Supplier/ Service Provider ..... in 'LD Clause' at serial no. 7(ii) of Section-II.	Is Warranty applicable?	Warranty will not be applicable in this case. But 99.8% of service level needs to be provided as per tender.
123	Section IV - Technical Specifications, Scope of the work and Technical Compliance; 1.2	All associated hardware, software, network, ..... at no extra cost to CONCOR	What is the scope related to Civil structure?	All the civil structures required to render the services as per the tender needs to be established by service provider at their cost and CONCOR will provide appropriate permissions for commissioning if they are not hampering their day to day operations.

	(Page 35-36)			
124	Section IV - Technical Specifications, Scope of the work and Technical Compliance; 1.2 (Page 36)	Before rollout, Solution provider shall define ..... with necessary certificates	We request the CONCOR to bear the expenses for STQC / Cert-in audits. Further, we request CONCOR to bear the expenses for all audits like ISO27001:2013 (ISMS) & ISO9001:2015	The expenses are to be borne by the bidder. CONCOR shall not pay for any expenses other than the rates quoted by the bidder in the price schedule.
125	Annexure G (Page 110)	Write up on iTMS	What is the status of iTMS development? Since iTMS is an integrated solution of CCLS, ETMS and DTMS. - What is the level of automation available in iTMS? - What are the technology upgrades planned in iTMS? Does the bidder has to build a technology layer on iTMS?	The application is under development and is likely to Go Live by March, 2022. Further detailing would be provided in due course of time during execution stage. Bidder has to keep provision for integrating its system with iTMS.
126		Architecture & Application landscape	Can you share a consolidated application landscape showcasing the data sources and integration points? Also, existing architecture will help in understanding the AS-IS system?	The details have been provided in Section-IV of tender.
127		Existing Application	Is there any Cargo Terminal Management Application already available with CONCOR or does it needs to be provided as part of this tender ? OR Does the bidder only have to provide the IoT and AI solution over the existing Cargo Terminal Management Application?	CCLS/DTMS applications available currently at ICD-TKD along with the comprehensive system integration architecture are provided in Section IV, Clause 1.10,1.11, 1.12,1.13 and 1.14 in pages from 66 to 78
128	Period of validity of bid (Page 13)	The Tenderer shall keep his offer valid for 365 days from the date of the opening of the tender unless extended further with mutual consent.	We request the below change: The Tenderer shall keep his offer valid for 180 days from the date of the opening of the tender unless extended further with mutual consent	The tender provisions shall prevail.



129	Performance Security (Page 16)	b) If the successful Bidder fails .....30 days i.e. from 31st day after the issue of Purchase Order.	b) If the successful Bidder fails to submit the required Performance Security within 30 days from the date of Purchase Order, extension of time for submission of Performance Security beyond 30 days and upto 60 days of issue of Purchase Order may be given by the Tender Accepting Authority. However, an interest of 15% per annum shall be charged on the value of the PBG for the delay beyond 30 days i.e. from 31st day after the issue of Purchase Order provided the delay is solely attributable to the Bidder.	The tender provisions shall prevail. .
130	Section II – General conditions of contract; Clause 5. Delay in Suppliers’ performance (Page 22)	5.2 Any delay by .....in accordance with clause <b>7.2.</b>	We request the below change: 5.2 Any delay by the service provider in the performance of its delivery obligations shall render the Supplier liable for <b>any or all of</b> the following : Forfeiture of its performance security, imposition of liquidated damages and/ <b>or</b> termination of the Contract for default	In para-2 of Clause 5(ii) of GCC following is deleted :  “and purchase of undelivered goods from alternative sources at the risk and cost of supplier in accordance with clause 7.2”
131	Section II – General conditions of contract; Clause 6. Liquidated Damaged (Page 22)	i) LD Clause (For Execution) : ..... as per contract agreement.	i) LD Clause (For Execution) : If the Contractor fails to complete the work within schedule time period, CONCOR is entitled to impose liquidated damages <b>as genuine pre-estimate of damages @Rs. 10,000/-</b> per day or part thereof, which will be recovered from firstinstallment of payment. The maximum LD period (beyond extended period) will be 60 days. If the work is not completed even after LD period i.e. 60 days of extended time period, the contract <b>may</b> be terminated duly forfeiting PG. The overall LD cap for the delay to be capped at Rs. 5,00,000/-for the entire project	The tender provisions shall prevail.
132	Section II – General	ii) LD (Liquidated Damages) ..... contract	We request the below change: ii) LD (Liquidated Damages) <b>as genuine</b>	The tender provisions shall prevail.

	conditions of contract; Clause 6. Liquidated Damaged (Page 22)	agreement.	<p><b>pre-estimate of damages</b> for downtime of services(during execution) after acceptance of system solution by CONCOR would be applicable separately as under:  The timings for the purpose for down time will be taken as round the clock on all the 365/366 days including all National holidays. The available time for the entire system would be 24 hours * 28/29/30/31 days.  Following LD would be imposed with respect to down time:  If the uptime of the solution is less than 99.8%, LD of Rs. 500/- for every hour exceeding the downtime of 0.2% would be imposed. For a single instance if the downtime exceeds 2 hrs. a LD of Rs. 500/- will be imposed for every hour or part thereof, beyond the 2 hrs. If the downtime is beyond 4 hrs., LD @Rs. 2500/- per hour or part thereof (beyond 4 hrs. period) shall be imposed.  In case of complete break down, LD of Rs. 500/- will be imposed for every hour or part thereof, beyond the 2 hrs. If the downtime is beyond 4 hrs., LD @Rs. 2500/- per hour or part thereof (beyond 4 hrs. period) shall be imposed. In case the system is not made operational even within 72 hours or such other extension, CONCOR may terminate the contract and forfeit the performance security. The overall cap not to exceed 5% of the monthly payment.</p>	
133	Section II – General Conditions of Contract; Clause 20. e-Waste of	The vendor would also give an ..... Forests.	We request this clause be dropped	The tender provisions shall prevail.

	proposed/supplied hardware (Page 27)			
134	Section II – General Conditions of Contract; Clause 21. Project Schedule (Page 27)	<b>[For Implementation]</b> - The total project schedule shall be 180 days from the date of Purchase Order for acceptance.	Please confirm of below understanding is correct: The LOA would be initially issued by the Purchaser. Subsequently, a Purchase Order would be issued and the Implementation phase to be completed within 180 days from the date of acceptance of Purchase Order.	The project schedule is increased to 210 days from the date of LOA.
135	Section II – General Conditions of Contract; Clause 21. Project Schedule (Page 27)	<b>[For Implementation]</b> - The total project schedule shall be 180 days from the date of Purchase Order for acceptance.	We request the below change: <b>[For Implementation]</b> - The total project schedule shall be 270 days from the date of Purchase Order for acceptance.	The project schedule is increased to 210 days.
136	Section II – General Conditions of Contract; Clause 22. GST Clause (Page 28)	b) The Contractor/ Tenderer/ Vendor indemnifies ..... CONCOR with relevant document.	We request the below change: b) The Contractor/ Tenderer/ Vendor indemnifies CONCOR, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/ Tenderer/ Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by CONCOR, the Contractor/ Tenderer/ Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/ Tenderer/ Vendor will get payment of amount of tax only after the invoice gets reported to GSTR-2A or some other returns of CONCOR in GSTN. In case the Contractor/ Tenderer/ Vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions	The tender provisions shall prevail.

			of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to CONCOR with relevant document.	
137	Section II – General Conditions of Contract; Clause 22. GST Clause (Page 28)	e) If as result of Change in Law, ..... decreased cost to the Contractor/ Tenderer/ Vendor.	We request the below change: e) If as result of Change in Law, Contractor/ Tenderer/ Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/ Vendor may so notify the CONCOR and propose amendment to this Agreement so as to pass the incremental benefit to CONCOR which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/ Tenderer/ Vendor. Similarly in case the tax rates are increased, the same would be passed on to CONCOR.	Taxes are as applicable on the date of billing.
138	Section III – Special Conditions of Contract; Clause 3. Payment terms (Page 32)	(i) Monthly bill can only be raised after installation ..... advance payment will not be considered at all.	We request the below change:  (i) Monthly bill can only be raised after installation of requisite hardware/software and acceptance of system solution by CONCOR. The payment shall be made on monthly basis after completion of each calendar month period as per terms and conditions of contract, however, payment for any part of month can also be raised for 1st bill or final bill, if required. Request of any advance payment will not be considered at all. The invoices of the Contractor would be paid within 30 days of receipt.	The existing clause shall prevail.
139	Section IV – Technical	AI/ML solution shall inter alia involve complete	<ul style="list-style-type: none"> <li>Is there any live GPS stream available to track location and movement of</li> </ul>	GPS system will have to be established by service provider as per the proposed

	Specifications, Scope of the work and Technical Compliance; Clause 1. Introduction (Page 34)	automation of ICD/TKD covering the following : <ul style="list-style-type: none"> <li>• Automatic Container Entry/ Exit</li> <li>• Automatic guidance to yard/ warehouse</li> <li>• Automatic documentation and validation</li> </ul>	<p>container as entry/ exit?</p> <ul style="list-style-type: none"> <li>• What are the business rules automatic guidance of yard/ warehouse?</li> <li>• What are the business rules for automatic documentation and validation?</li> </ul>	<p>solution.</p> <p>Yard management system for automatic guidance of yard/warehouse needs to be provided as part of the solution by service provider as described in Section IV, Clause 1.17</p>
140	1.14.1 Reports / Queries (Page 78)	Reports / Queries	For the generation of the reports mentioned in the list given in this section, Is there any preferred reporting tool like Tableau, Power BI ,Qlik etc.?	No preference.
141	----	----	<ul style="list-style-type: none"> <li>• Is there any technology preference?</li> <li>• AI ML algorithm will be built on R/Python but need to know how data will be feed from current system?</li> <li>• Any Data warehouse solution available?</li> </ul>	<p>Technology should provide required deliverables along with evidence as per tender.</p> <p>Required API's will be provided to access the data from CCLS/DTMS to perform AI/ML algorithms generated through sensors like camera/location devices/RFID's</p>
142	Section I – General instructions to Bidder; 6. Bid Security Declaration (Page No: 7)	Tenderer (including MSEs &Startups) shall be required to sign and submit the 'Bid Security Declaration' as per below failing which, their bid will be summarily rejected : "I/We hereby understand and accept that ..... In such cases EMD shall be applicable as per the existing policy.	<p>We request the below changes:</p> <p>Tenderer (including MSEs &amp;Startups) shall be required to sign and submit the 'Bid Security Declaration' as per below failing which, their bid will be summarily rejected :</p> <p>"Subject to the deviation sheet submitted along with our proposal, I/We hereby understand and accept that if I/We withdraw or amends impairs or derogates from the tender in any respect or modify my/our bids during the period of validity including extension, if any, agreed by us, or if I/We are awarded the contract and on being called upon to sign the contract agreement &amp; submit the performance security/ Security Deposit, fail to sign the</p>	The tender provisions shall prevail.

			contract agreement within_____ days & fails to submit the performance security/Security Deposit before the deadline defined in the bid document/ Notice Inviting Tender.	
143	Section I – General instructions to Bidder; 16. Signing of Contract / Agreement (Page no: 15)	Failure to do so shall constitute a breach ..... the policy of CONCOR.	We request the below change:  Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the CONCOR may determine that such tenderer has abandonedthe contract and there upon his tender and acceptance thereof shall be treated as cancelled and the CONCOR shall be entitled to forfeit the PBG.	The existing tender provisions shall prevail.
144	Section II – General conditions of contract; 5.Delay in Suppliers’ performance (Page no: 22)	5.1 The delivery, installation .... of requirements  5.2 Any delay by the service provider .....cost of the supplier in accordance with clause <b>7.2.</b>	We request the below change:  5.1 The delivery, installation and commissioning of all equipment shall be made by the Supplier in accordance with the agreed time schedule specified by the Purchaser in its schedule of requirements.  5.2 Any material delay by the service provider in the performance of its delivery obligations shall render the Supplier liable for <b>any of</b> the following : Forfeiture of its performance security, imposition of liquidated damages which shallnot exceed 5% of the total delayed services/deliverables and/ <b>or</b> termination of the Contract for default	In para-2 of Clause 5(ii) of GCC following is deleted :  “and purchase of undelivered goods from alternative sources at the risk and cost of supplier in accordance with clause 7.2”
145	Section III- Special conditions of contract; 7.	7. Uptime	We request addition of below clause 7. Uptime- The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime	The tender provisions shall prevail.

	Uptime (Page No: 33)		<p>requirement: (a) Time lost due to power or environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to CONCOR such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Supplier' consent and/ or failure to maintain the site as required by the Supplier; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by CONCOR (Supplier may also request CONCOR for a shutdown for maintenance purpose, which request will not be denied unreasonably by CONCOR); (g) Time taken for booting the system (h) Time lost due to unavailability of links.</p>	
146	Section II – General Conditions of Contract; 7. Termination by Default (Page No: 22-23)	<p>7.1 The Purchaser may, granted by thePurchaser.</p> <p>b) If the Supplier fails to perform any other obligation(s) under the Contract</p>	<p>We request the below change:</p> <p>7.1 The Purchaser may, without prejudice to any other remedy for material breach of Contract, by written notice of default sent to Supplier, terminate the Contract in whole or part :</p> <p>a) If the Suppliers materially fails to deliver, install and provide the required services within the time period specified in the Contract or any extension thereof granted by the Purchaser.</p>	The tender provisions shall prevail.

147	Section II – General Conditions of Contract; 7. Termination by Default (Page No: 23)	7.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered <b>and the supplier shall be liable to the Purchaser</b> for any excess costs for such similar goods (). However, the Supplier shall continue the performance of the Contract to the extent not terminated.	<p>We request the below change:</p> <p>7.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered.</p> <p>However, the Supplier shall continue the performance of the Contract to the extent not terminated. The Purchaser would pay the Contractor for all the Goods and Services delivered upto the date of the termination. The HW, SW and other Infrastructure would be purchased by the Purchaser at the Written Down Value as on the date of termination.</p> <p>Notwithstanding the above, the Supplier may terminate this Agreement for cause if Purchaser materially breaches this Agreement, provided Supplier gives Purchaser notice of such breach and it remains uncured after 30 days following notice.</p> <p>If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and Supplier in relation to that amount, Supplier may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay Supplier within 7 days after the date of such notice, Supplier may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	Clause 7.2 of Section-II stands deleted.
148	Section II –	----	Bidder submits that a Force Majeure Event	The existing tender provisions shall prevail.



	General Conditions of Contract; 9. Force Majeure (Page No: 23)		shall not absolve theSupplier'spayment obligations towards Services or Products already delivered by theSupplier.	
149	Section II - General Conditions of Contract; 14. Quality of Work / Supplies (Page No: 24)	All the work / supplies carried out by the supplier shall be of the best quality and shall be to the entire satisfaction of the purchaser.	We request the below change:  All the work / supplies carried out by the supplier shall be of the best quality and shall be to the agreed milestone	The existing tender provisions shall prevail.
150	Section II - General Conditions of Contract; 16. Confidentiality, Security and Privacy (Page No: 25)	----	We request addition of below clause:  This restriction does not limit the right to use information contained in the data if it: a. Is obtained from another source without restriction. b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; c. becomes generally known to the public without violation of this Proposal; d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information; e. is required to be provided under any law, or process of law duly executed.	The existing tender provisions shall prevail.
151	Section II - General Conditions of Contract; 17. Measurements	The quantities given in the tender are approximate. However, ....within the overall project schedule.	We request the below change:  The quantities given in the tender are approximate. However, the payment shall be made on the basis of quantities	The existing tender provisions shall prevail.

	and Defective Work (Page No: 27)		executed at site duly accepted by nominated CONCOR official. The Supplier/ Service Provider will be responsible for all defective work and will rework defective work to the entire defective at no extra cost to CONCOR and within the work overall project schedule; provided the defects are solely attributable by the Supplier.	
152	Section II - General Conditions of Contract; 19. Training & Testing (Page No: 27)	The Supplier/ Service Provider should provide 5 days onsite training to the nominated persons at TKD for the system operation including Hardware and Software installed. The training shall be completed in consultation with the CONCOR officials at mutually acceptable dates. The acceptance of the system would be issued only after the training activity is completed by the Supplier/ Service Provider. The vendor will be responsible for providing the test plan for User Acceptance Test (UAT) of the solution. Vendor will be wholly responsible for integrating its software with CONCOR's application. Any failure in this will be	<p>We request CONCOR to consider below change:</p> <p>Supplier will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to CONCOR as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of CONCOR. CONCOR will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by CONCOR. Supplier will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by CONCOR, will be notified to Supplier in writing not later than two (2) weeks of delivery. Supplier will correct the</p>	The existing tender provisions shall prevail.

		considered as unsatisfactory performance and CONCOR may forfeit the Bank Guarantee and terminate the contract.	defects that are a deviation from the baseline immediately following the acceptance, whichever is later. CONCOR will confirm acceptance in writing to Supplier. The CONCOR shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by CONCOR if the CONCOR (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Supplier provided the defects are for reasons solely and entirely attributable to the Supplier, in all other cases it shall be to the account of the CONCOR. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through fresh Change Request documents under the Change Management Procedure described herein. Items reported through the Change Management Procedure will be dealt with separately	
153	Annexure-C	II. Section 3 –	We request the deletion of below clauses:	The existing tender provisions shall prevail.

	INTEGRITY PACT;	<p>Disqualification from tender process and exclusion from future contracts ..... .. is annexed and marked as Annex.-"B".</p> <p>III. Section 4 – Compensation for Damages  (1) If the Principal has disqualified ..... recover the damages equivalent to Earnest Money Deposit / Bid Security.  (2) If the Principal has terminated ..... equivalent to Performance Bank Guarantee.</p> <p>IV. Section 5 – Previous transgression  (1) The Bidder declares that ... exclusion from the tender process.  (2) If the Bidder makes .....  "Guidelines on Banning of business dealings".</p> <p>Section 9 – Pact Duration  This Pact begins when .... by Managing Director, CONCOR.</p>	<p>Section 9 – Pact Duration  This Pact begins when both parties have legally signed it. It expires for the Contractor 6months after the contract, and for all other Bidders 3 months after the contract has been awarded.  If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Managing Director, CONCOR.</p>	
154	Annexure D Affidavit (Page	4. I/We hereby declare that ... on award of P.O/	We request the below change:	The existing tender provisions shall prevail.

	No: 104)	LOI.	4. Subject to the deviations submitted along with the proposal,I/We hereby declare that I comply with all terms and conditions of CONCOR's tender documentand I will submit signed and stamped copy of CONCOR's tender document as enclosure ofcontract/ agreement on award of P.O/ LOI.	
155	Tender Notice, Table in Point 2, Turn over, (Page No 3)	The tenderers shall submit Certificates ..... Audited Balance Sheet.	Bidder requests to submit the self certificate signed by authorized signatory also in support of Audited balance sheet.  Please consider	The existing tender provisions shall prevail.
156	Section IV - 1 Introduction; 1.1 (Page no: 35)	export and import have five cycles each (totaling 10) and domestic traffic follows a total of four cycles (2 inward and 2 outward)	We request CONCOR to please share the volumetrics of the EXIM and Domestic Traffic? For e.g. Number of Cycles carried out in a day, Avg. duration of one cycle.	The cycle wise indicative volumes/ traffic has been provided in Price Schedule (Page 96) for EXIM as well as Domestic movements. The existing tender provisions shall prevail.
157	Section IV - 1 Introduction; 1.1 (Page no: 35)	...various interfaced for EDI, Customs, HHTs, etc....	We request CONCOR to elaborate on the various interfaces available with the current systems like CCLS, DTMS & Ice-Gate? Also please share the high level interfacing requirements with AI/ML software expected.	The details are already mentioned in Section-IV of tender.
158	Section IV - 1 Introduction; 1.2 (Page no: 35)	...service provider shall be paid for various services on a per TEU basis.	Please share TEU Volumetrics for the terminal. Also, Please let us know the minimum TEU per month (approx..)	The existing tender provisions shall prevail.
159	Section IV - 1 Introduction; 1.2 (Page no: 35)	Real-time container tracking is mandatory with time stamp	We would request CONCOR to confirm - How many operation areas are available in the terminal?	Details are given in Section IV of the Tender document.
160	Section IV - 1 Introduction; 1.2 (Page no: 35)	Whenever, any container is received/departs or there is any lift on/off in yard,then time stamp along with the equipment...	What are the container handling equipment involved in each cycle?	Details are given in Section IV of the Tender document.

161	Section IV - 1 Introduction; 1.2 (Page no: 35)	...there is any lift on/off in yard, then time stamp along with the equipment...	We request Concor to let us know - Are lifts and shifts done within an operational area to be reported? -Also, Are there any lift and shifts done across the operational areas	Yes. Every movement of the container within the yard premises including entry and exit needs to be captured including dummy lifts/shifts.
162	Section IV - 1 Introduction; 1.2 (Page no: 35)	CONCOR will provide necessary permission for installation of devices for the solution inside the depot area...	We request Concor to provide details regarding the communication infrastructure available at the depot and other relevant operation areas.	The various points are connected through LAN / Radio Data Terminals functioning on Wireless Network.
163	Section IV - 1 (Page no: 36)	The Contractor shall develop a Mobile APP	We request Concor to share the details of persons using the Mobile APP - shippers and Receivers, Logistics Drivers, Custom Authorities, etc.,  Please confirm.	Details are given in Section IV of the Tender document.
164	Section IV - 1 Introduction; 1.2 (Page no: 36)	Depending upon utilization, this App may be dovetailed into the existing CONCOR Mobile App.	Is there any existing Mobile Application that is being used by CONCOR? If yes, Pls share the details and functionalities it cover.	Yes. The Apps makes available key functionalities in CCLS & DTMS.
165	Section IV - 1 Introduction; 1.3 (Page 37)	Gate Operations	Are there any data acquisition infrastructure available already at the gates and other operation areas? E.g., Camera, ANPR systems, RFID systems available	No.
166	Section IV - 1 Introduction; 1.3 (Page 37)	Gate Operations	What is the expected SLA/Performance for recognizing the vehicle number plates and other details?	The existing tender provisions shall prevail.
167	Section IV - 1 Introduction; 1.3 (Page 37)	Gate Operations	Is there any process variation in the entry/ exit/ transaction based on the vehicle type, ex- multiple trailers	No variation.
168	Section IV - 1 Introduction; 1.3 (Page 37)	Gate Operations	Please confirm if the Kiosks are already available at the gates or is it part of scope?	Kiosks are not available currently. These are to be provided, if required, by the service provider as per solution proposed.
169	Section IV - 1 Introduction; 1.5 (Page no: 41)	Details of Truck no., Container no., Damage details and Seal	Please confirm if Container damage detection considered part of the PoC scope?	No. Details are given in Section IV of the Tender document.

		details to be automatically captured		
170	Section IV - 1 Introduction; 1.5 (Page no: 41)	Arrival of Rake at TKD	Please confirm – if separate Automatic recognition of Trailer ID./ Rake ID mandatory?	Details are given in Section IV of the Tender document.
171	Section IV - 1 Introduction; 1.5 (Page no: 41)	Details of Container Placement to be displayed on the screen	To be able to receive the location and direction where container is to be dropped off the chassis, Are the location information derived from any third party systems?	No third party system will be involved here. The tender provisions shall prevail.
172	Section IV - 1 Introduction; 1.5 (Page no: 41)	Details of Container Placement to be displayed on the screen	Please confirm if bidder is required to do routing in the terminal for providing direction to driver or routes will be provided by any existing system?	Only stack location is to be provided. Additionally, routing shall be preferable but not mandatory.
173	Section IV - 1 Introduction; 1.5 (Page no: 41)	Details of Container Placement to be displayed on the screen	Please confirm if trucks fitted with GPS? If yes, Does the proposed system need to get GPS location data from Trucks/ CHE?	External Trucks may not have the GPS.
174	----	----	System design of existing system CCLS, DTMS – Especially Data model	Details are mentioned in Section-IV of tender.
175	----	----	Will the data be stored in the same Oracle DB or can vendor suggest a new DB.	Current CCLS data will be stored in the same DB and any additional data generated from AI/ML system needs to be managed in new DB proposed by the Bidder.
176	----	----	Is the document scanned on the gate or any images attached during the gate checks?	Not at present.
177	----	----	What are the EDIs used in the overall ICD transactions. Need sample specimen and specifications of that EDI. For example when a rail car enters the ICD, some advance summary might have been sent to the ICD, so need a sample of it and how is it current used against the check.	Details are given in Section IV of the Tender document.
178	----	----	Is it possible to share the warehouse map	Details are mentioned in Section-IV of

			or the warehouse model or does any such thing exist.	tender.
179	----	----	Any dependency on external data sources like Master data, reference files etc. Reference data files like containers, rail wagon, trailers for look up etc. having specification like size of the container, weight it can carry.	The existing tender provisions shall prevail. Necessary APIs will be provided.
180	----	----	Earlier PoC which was conducted -why was the reason of not going ahead with it, what was the learning and challenges implementing the solution.	A few POCs have been conducted with limited success. Based on evaluation of last POC by qualified consultant, CONCOR has floated this tender.
181	----	----	The process/workflows mentioned in the tender document, are those data store in sequence in the database using existing system -CCLS, DTMS	Process and workflows mentioned in the tender document shall be followed. Sequence of data storage shall be as per the Bidder's proposed solution.