



AREA I

CON/Area-I/TC/Handling/Dadri/2023

Date : 13.04.2023

CORRIGENDUM-II

Name of work: E-Tender cum Reverse Auction in two bid system for Handling of containers at ICD/Dadri, Uttar Pradesh.

Ref: Prebid meeting held on 28.03.2023 for Tender Notice No. CON/Area-I/TC/Handling/Dadri/2023 dated 18.03.2023.

1) The revised Last date of Sale, Submission and Opening of tender is as under:

Particulars	Existing Date	Revised Date
Last Date of Sale (Online)	On 17.04.2023 up to 16:00hrs	On 19.04.2023 up to 16:00hrs
Last Date & Time of Submission	On 18.04.2023 up to 15:00 hrs.	On 20.04.2023 up to 15:00 hrs.
Date & Time of opening	On 19.04.2023 at 15:30 Hrs.	On 21.04.2023 at 15:30 Hrs.

2) With reference to the above Tender Notice, Corrigendum/clarification is issued as under:

S.No.	Clause No./Para	Existing	Corrigendum/modification
1	As per Clause 1.3.2 of Chapter-II, Clause no.3.1 (b) of Chapter-III and Point (1) under Note of Annexure V	Bidders who do not own the equipment/s of required model (year of manufacture) as specified in the tender document at the time of bidding but are in ownership of required number of equipment of lesser model (year of manufacture) to fulfill the minimum eligibility criteria can also participate in the bidding, provided they give an undertaking to the effect that in case they are declared successful and the contract is awarded to them, they bind themselves to purchase (have the ownership in their name) and deploy the equipment of required vintage (year of manufacture) <b>within 120 days of issue of LOI</b> to fulfill the minimum ownership criteria as laid down in the tender document. Note: In case of above, the model (year of manufacture) of equipment in their ownership on the date of bidding should not	Clause no.1.3.2 of chapter II, Clause no.3.1(b) of chapter III, point (1) under note of Annexure V is retained and tender conditions will prevail with following modifications. The clause is modified and to be read as given below :- Bidders who do not own the equipment/s of required model (year of manufacture) as specified in the tender document at the time of bidding but are in ownership of required number of equipment of lesser model (year of manufacture) to fulfill the minimum eligibility criteria can also participate in the bidding, provided they give an undertaking to the effect that in case they are declared successful and the

		<p>be <b>more than three years older than asked</b> for in the tender document. (Example: In case equipment of “2023 or later” make are asked for in the tender document, the bidder must have ownership of <b>atleast 2020 or later make</b> required number of equipment). Equipment older than that will not be considered.</p>	<p>contract is awarded to them, they bind themselves to purchase (have the ownership in their name) and deploy the equipment of required vintage (year of manufacture) <b>within 150 days of issue of LOI</b> to fulfill the minimum ownership criteria as laid down in the tender document.</p> <p>Note:-In case of 1.3.2 above, the model (year of manufacture) of equipment in their ownership on the date of bidding should not be <b>more than five years older than asked</b> for in the tender document. (Example: In case equipment of 2023 make are asked for in the tender document, the bidder must have ownership of at <b>least 2018 or later make</b> required number of equipment). Equipments older than that will not be considered.</p>
2	Tender Clause 7.6 a) of chapter II	<p>7.6 CONCOR also reserves the right to:</p> <p>a) Overlook any bidder who is in the same line of business and competing with CONCOR.</p> <p>b) Bypass any bidder debarred by any Government / Semi Government body or PSU</p>	No Change, tender clause remains same.
3	Tender Clause 8 of Ch-II	<p>Ch-II, Cl.8, <b>Execution of contract document:</b></p> <p>The successful tenderer whose tender is accepted shall be required to appear at the office of the Senior General Manager/Commercial and Operations., Area-I, North, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) Fifteen days of the date of issue of communication (LOI) from CONCOR's office and <b>start the work within (120) One Hundred Twenty days</b> of issue of LOI or by the date communicated by SGM/C&amp;O/Area-I, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any other action, including risk and cost working, that CONCOR might take as per the</p>	<p>Ch-II, Cl.8, <b>Execution of contract document:</b></p> <p>The successful tenderer whose tender is accepted shall be required to appear at the office of the Senior General Manager/Commercial and Operations., Area-I, North, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorised representative shall so appear to sign the agreement and execute the contract documents within (15) Fifteen days of the date of issue of communication (LOI) from CONCOR's office and <b>start the work within (150) One Hundred Fifty days</b> of issue of LOI or by the date communicated by SGM/C&amp;O/Area-I, whichever is later. Failure to do so may constitute a breach of contract concluded by the acceptance of the tender, leading to forfeiture of Earnest Money Deposit, besides any</p>

		<p>Terms and Conditions including General Conditions stipulated in this document.</p> <p>SGM/C&amp;O/Area I, may extend the time for execution of Agreement or starting work by <b>30 days each</b>, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.</p>	<p>other action, including risk and cost working, that CONCOR might take as per the Terms and Conditions including General Conditions stipulated in this document.</p> <p>SGM/C&amp;O/Area I, may extend the time for execution of Agreement or starting work by <b>30 days each</b>, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.</p>
4	As per tender clause 2.1 (b) of Ch-III	2.1 (b) Moving of Empty containers between Rail Siding/Stacks to different stuffing/de-stuffing points inside ICD/Dadri for the purpose of stuffing and after stuffing, to bring back the loaded containers to the nominated stack or to place the same for direct loading on wagons/rakes/trailers.	No Change, tender clause remains same.
5	<p>Tender clause 1.3.5 of Ch-II &amp; 3.1 (e) of Ch-III</p> <p>(page 30 of 66 of tender document)</p>	The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment asked for in the tender along with consent letter from owners of hired equipment.	<p>The said clause is modified and as given below:-</p> <p>“The tenderer must submit detailed deployment plan in the requisite format (Annexure V) for the equipment asked for in the tender along with consent letter from owners of hired equipment. However, CONCOR will allow to deploy the equipment as it arrives in the terminal for operations in a phased manner within time span of 150 days.</p> <p>The contractor is allowed to deploy RST in a staggered/phased manner within stipulated time of 150 days. Therefore the deployment of 1 st RST will reckon commencement of contract. Accordingly, contractual payment, future fuel escalations, etc. would be regulated as per the deployment date of each of the RST. However, if the remaining RSTs are not deployed within the stipulated 150 days, then the damage charges as per tender terms &amp; conditions will be</p>

			levied for non deployment of RSTs after 150 days.
6	Tender clause cl.4.2 of chapter III ( page 30 of 66 of tender document)	The successful bidder to be appointed as contractor shall, before the commencement of the operations, get the equipment inspected by the CONCOR official. The deployed equipment must conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, ownership criteria, etc. wherever applicable / prescribed in terms of para 3 above. The contractor will be required to produce original supporting documents like Registration papers, invoices, valid Insurance, Fitness certificates, etc at the time of inspection at the terminal. A equipment once deployed, should not ordinarily be changed. However, it may be changed on the written request of the contractor only with the approval of the Terminal Manager. However, the new deployed equipment has to conform to the stipulated criteria listed in Annexure-V.	No change. Contractor may produce any of the original supporting documents which conform to the age, make/model, year of manufacture, handling capacity, carrying capacity, GVW, ownership criteria, etc. wherever applicable / prescribed in terms of para 3 of Ch-III.
7	As per Tender Clause 4.5 of Ch-III, Page 30 of 66	<p>Additional RSTs [30% of the original number, rounded off to the next higher whole number] may be asked for on permanent basis from the contractor on (60) sixty days written notice. The exact number of equipment(s) required to be increased as per aforesaid provision will be determined by the SGM/C&amp;O/Area-I, based on the traffic volume.</p> <p>However, if there is need for more equipment, than stipulated above, the same can be taken from the contractor provided he is willing to do so, otherwise some alternative arrangement can be made by CONCOR.</p> <p>The case of failure to deploy additional equipment asked for by the stipulated date, damages as specified in para 4.3 above will be levied.</p>	<p>The bidders are to be noted that the clause is appended <b>while notice period remain</b> same, as given below :-</p> <p><b>Additional RSTs with “2023 or later” vintage of RSTs</b> [30% of the original number, rounded off to the next higher whole number] may be asked for on permanent basis from the contractor on (60) sixty days written notice. The exact number of equipment(s) required to be increased as per aforesaid provision will be determined by the SGM/C&amp;O/Area-I, based on the traffic volume.</p> <p>However, if there is need for more equipment, than stipulated above, the same can be taken from the contractor provided he is willing to do so, otherwise some alternative arrangement can be made by CONCOR.</p>

			In case of failure to deploy additional equipment asked for by the stipulated date, damages as specified in para 4.3 above will be levied.
8	As per Tender clause 4.6 of Chapter-III, (Page 31 of 66)	Cl.4.6 of chapter III, Notwithstanding above, in case of reduction in business, Tender Accepting Authority (SGM/C&O/Area-I) can also reduce the number of equipment. The reduction /withdrawal of the equipment shall be allowed on undertaking that the same will be restored within the notice period prescribed in para 4.5 above. In case the contractor fails to restore the number of equipment, or provides equipment which do not comply with the criteria of the ownership / year of manufacture/etc, damages as prescribed in para 4.3 above would be applicable. (Note: Rate negotiation would not be required in hiring model)	Cl.4.6 of chapter III is <b>deleted</b> .
9	As per tender clause 5.1(ii) of Chapter-III  (page 32 of 66 of tender document)	As per clause 5.1 of chapter-III, (ii) Down time for:  <b>A. Reach Stackers:</b> (a) Two hours of cooling in every 24 hours of working shall be allowed.	No Change, tender clause will remain same.
10	Tender Clause 3 of chapter IV, (Pg 38 of 66)	<b>3. CHANGE IN BUSINESS PATTERN:</b>  In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.	Said tender clause is <b>deleted</b> .
11	Tender Clause Cl.4.4 of chapter IV (page 38 of 66 of tender document)	The certificate of CONCOR Official, Incharge of the ICD/Dadri, as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.	No Change, tender conditions remain same.

**Note:**

- a. All other terms & conditions of the tender shall remain same.
- b. Corrigendum I & II shall also form part of the Tender Document and all the bidders are required to sign and submit the same along with the tender.