

# CONCOR AREA-III, SOUTH

## CORRIGENDUM/CLARIFICATION - II

**Dated 13.04.2023**

### **CLARIFICATIONS/CORRIGENDUM FOR PRE-BID MEETING HELD FOR HIRING OF REACH STACKERS FOR HANDLING OF CONTAINERS AT ICD/WFD, BANGALORE, AREA-III.**

#### **E-Tender notice no. CON/AREA-III/WFD/Hiring of RST/0323/17**

Pre-Bid Meeting was held on 29.03.2023 at 15.00 hrs at CONCOR, NSIC Building, New Delhi, to clarify the doubts if any, before the bidders submit their final bid. The tender has been called vide above e-tender notice for Hiring of Reach stackers for Handling of Containers at ICD/WFD, Bangalore.

Some of the queries are received through email and also during the meeting the representatives has raised the following queries and the same was clarified.

Sl. No	Clarifications sought by the bidder	As per Tender Conditions	Draft Reply/clarifications of CONCOR
1.	As per the requirement fresh order will have to placed for the RST's. For the period of 120 days from LOI is the bidder required to place 4 RST's of required vintage (2020 & later) to meet the minimum eligibility criteria ?	<p>Chapter- II -1.3.2 Bidders who do not own the equipments 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) within 120 days of issue of LOI 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 more than three years older than asked for in the tender document. (Example: In case equipment of 2023</p>	<p>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.</p> <p>With regard to the Note: the clause is modified and to be read as given below :-</p> <p>Chapter- II -1.3.2 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 fulfil 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</p>

		<p>make are asked for in the tender document, the bidder must have ownership of at least 2020 or later make required number of equipment). Equipments older than that will not be considered. (Pg 19 of 65 of tender document)</p>	<p>awarded to them, they bind themselves to purchase (have the ownership in their name) and deploy the equipment of required vintage (year of manufacture) within <b>150</b> days of issue of LOI to fulfil 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 more than <b>five</b> years older than asked 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</b> or later make required number of equipment). Equipments older than that will not be considered. (Pg 19, 29 &amp; 56 of 65 tender document).</p> <p>Wherever said para is mentioned in the tender document are stands modified as above.</p>
2.	<p>If Yes then the probability of placement of such vintage machines will be highly improbable and unlikely that any bidder would have spare RST's of vintage specified for the interim period. Furthermore this will only considerably increase bid cost as mob / demob cost will be included for placement of such machines during interim period. Hence it is requested that the requirement for placement of lower model RST's during interim</p>	<p>The clause no.3 of Chapter-III under para (e) is modified and as given below:- “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. (Pg 30 of 65 tender document)</p>	<p>The clause no.3 of Chapter-III under para (e) is modified and as given below:- “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 operational in 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<sup>st</sup> RST will reckon commencement of contract. Accordingly, contractual payment, future fuel escalations, etc.</p>

	<p>period be exempted and bidder be allowed to commence agreement after 120 days or on placement of the newly procured RST's directly.</p>		<p>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 levied for non deployment of RSTs after 150 days.</p> <p>As per clause 3 of chapter- III ( Page 30 of 65 of tender document)</p> <p>Wherever said para is mentioned in the tender document are stands modified as above.</p>
3.	<p>As there are numerous bids placed by CONCOR, each one for brand new RST's and the number of reliable manufacturers being less there will be numerous orders placed on these vendors by different bidders for new RST's. Hence time limit of 120 days will be highly difficult to meet and would also raise the cost of the machine due to high demand eventually increasing bid value. Hence it is requested that the requirement for placement of RST's be spaced out over a period of 60 days per machine i.e for 4 machines total <b>period of 240 days should be given.</b></p>	<p>Chapter- II - 8. EXECUTION OF CONTRACT DOCUMENT:</p> <p>The successful tenderer whose tender is accepted shall be required to appear at the office of the Executive Director/Cluster Head, Hyderabad cluster Head of Area-III South, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized 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 start the work <b>within (120)</b> One Hundred and Twenty days of issue of LOI or by the date communicated by the ED/Cluster Head, Hyderabad/Area III, South 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 Terms and Conditions including General Conditions stipulated in this document. Executive Director/Cluster Head, Hyderabad, Area-III South, may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.</p>	<p>Chapter- II - 8. EXECUTION OF CONTRACT DOCUMENT:</p> <p>The successful tenderer whose tender is accepted shall be required to appear at the office of the Executive Director/Cluster Head, Hyderabad cluster Head of Area-III South, Container Corporation of India Ltd., in person or, if the tenderer is a Firm, Company or a Corporation, a duly authorized 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 start the work <b>within (150) One Hundred and Fifty days</b> of issue of LOI or by the date communicated by the ED/Cluster Head, Hyderabad/Area III, South 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 Terms and Conditions including General Conditions stipulated in this</p>

			document. Executive Director/Cluster Head, Hyderabad, Area-III South, may extend the time for execution of Agreement or starting the work by 30 days each, on the request of the Contactor, or in the interest of CONCOR, if there are sufficient reasons for doing so.
4	As per clause no.2.1.7 on Page no. 27 of 65 and clause no.2.6.12 on Page no.28 of 65 the contractor has to keep persons for maintaining /capturing data. This job is particularly of survey Agency, which CONCOR has added in this and at present we have checked from the terminal and a separate agency is doing this job. If CONCOR insists to do the same so same contractor who is deploying Reach stacker machine on monthly hiring basis, then it will be a different type of scope of work and we have to sublet the same to other agency which may cost around Rs.1.50 lakh additional charge per machine. So, it is our suggestion to keep this service separate as per the existing practice.	Clause no.2.1.7 of chapter-III- “Maintain Data-Capture Sheets with the details of container handling from one location to another location, handling the container from/to Rail/Trailer (Pg 27 of 65 tender document)”.	The bidders are to be noted that the clause no.2.1.7 of chapter-III under scope of <b>work is deleted</b>  (Pg 27 of 65 tender document) .
5	As per clause 4.5, page 30 of 65 requires additional RST can be asked on 60 days written notice. In view of the explanation as given in serial no.1 above, this clause may be amended to 150 days notice period	Additional Reach Stackers can be asked on 60 days notice [upto 30% of the original number, rounded off to the next higher whole number] .  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. 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. (As per clause 4.5 of chapter-III, page 30 of 65 of tender document)	The bidders are to be noted that the clause is modified as given below :- Additional Reach Stackers can be asked on 60 days notice with 2023 vintage of RSTs [upto 30% of the original number, rounded off to the next higher whole number] 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. In case of failure to deploy

			<p>additional equipment asked for by the stipulated date, damages as specified in para 4.3 above will be levied.</p> <p>(As per clause 4.5 of chapter-III, page 30 of 65 of tender document)</p>
6	<p>Clause (4.6, Page 31 of 65) the tender accepting authority can also reduce the number of equipments. Both the clauses under 4 and 5 are contradictory to each other.</p> <p>In view of huge investment for procurement of Reach Stackers no financiers will invest to recover the financial liability knowing fully well be shortfall be shortfall in repayments in monthly EMIs for such short term. Further mobilization and demobilization cost to the tune of Rs.5 Lakhs each per reach stacker machine will be required to be incurred by the bidder. Such huge cost as stated above will not be compensated unless the equipments are made to work for 4 years and 4 months as is evident in all tenders floated by CONCOR. Hence clause 4.6. ( page 31 of 65) may kindly be withdrawn in the interest of the contractor and project on the whole.</p>	<p>4.6 Notwithstanding above, in case of reduction in business, Executive Director/Cluster Head, Hyderabad, Area-III, South can also reduce the number of equipments subject to suitable rate negotiations on mutual discussion basis. However, the rate negotiation for reduction in rates will only be applicable in case of equipment taken on cycle rate basis. 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 equipments, or provides equipments 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. In case of restoration of the equipments to its original level, the rates would also be restored to the original level.</p> <p>(As per clause 4.6 of chapter-III, page 30 &amp; 31 of 65 of tender document)</p>	<p>The bidders are to be noted that the clause no. 4.6 of chapter-III, page 30/31 of 65 of <b>tender document is to be read as deleted.</b></p>
7	<p>As per clause 2.1 (b) moving of empty containers from rail siding/stacks to different stuffing points inside ICD/WFD, Bangalore for the purpose of stuffing and after stuffing, to bring back the loaded container to the nominated stacks or to place the same for direct loading on wagon/rakes/trailers.</p> <p>In the instant case Inter carting trailers may kindly be provided, as it will be highly dangerous for reach stackers to tow/Move with the loaded containers as well as OEM</p>	<p>Moving of Empty containers between Rail Siding/Stacks to different stuffing/de-stuffing points inside terminal covering both bonded &amp; general areas for the purpose of stuffing/de-stuffing and after stuffing/de-stuffing, to bring back the loaded/empty containers to the nominated stack or to place the same for direct loading on wagons/rakes/trailers.</p>	<p>No Change, tender conditions prevail.</p> <p>It is also to be noted that at terminal Inter-carting Trailers are available for shifting of containers within terminal.</p>

	will not take any responsibility for damage to reach stackers en route		
8	<p>CONTRACTOR'S OBLIGATIONS with regard to: 5.1 MAINTENANCE &amp; DOWNTIME OF EQUIPMENT</p> <p>(ii) Down time for: A. Reach Stacker:</p> <p>(a) Two hours of cooling in every 24 hours of working shall be allowed.</p> <p>Query: Sir Suppliers are recommending minimum five to six hours cooling time failing which suppliers will not owner the warranty/guarantee of the equipment therefore cooling time needs to be revised to six hours for every 24 hours of working.</p> <p>(b) A total of thirty hours per month shall be allowed towards exigency break-down, fuelling and staff change, etc. However, the exigency breakdown should not be more than 8 hours in a day. In case the exigency breakdown is more than 8 hours in a day, the breakdown period beyond 8 hours in a day will be dealt as per provisions of para 6 below.</p> <p>Query: Considering the equipment size &amp; functioning, there are always possibilities of breakdown/mall functioning etc for certain period hence 30 hours exigency break down period needs to be minimum of 48 hours.</p>	<p>(Page 32 &amp; 33 of 65 of tender document)</p> <p>(ii) Down time for:</p> <p><b>A. Reach Stackers:</b></p> <p>(a) Two hours of cooling in every 24 hours of working shall be allowed.</p> <p>(b) A total of thirty hours per month shall be allowed towards exigency break-down, fuelling and staff change, etc. However, the exigency breakdown should not be more than 8 hours in a day. In case the exigency breakdown is more than 8 hours in a day, the breakdown period beyond 8 hours in a day will be dealt as per provisions of para 6 below.</p> <p>(c) Preventive maintenance time shall be eight hours per week, in one or two spells. No cooling shall be allowed on the day of preventive maintenance.</p> <p>(d) Periods permitted for cooling and preventive maintenance is not transferable across the machines and also cannot be carried forwarded across the weeks or months.</p> <p>(e) The actual schedule of maintenance shall be finalized by contractor in consultation with the Terminal In charge whose decision will be final.</p>	No Change, tender Clause shall remain same.
9	<p>4. DEPLOYMENT OF EQUIPMENT BY THE SUCCESSFUL BIDDER:</p> <p>4.2 The successful bidder to be appointed as contractor shall, before the commencement of the operations, get the equipment inspected by the CONCOR</p>	<p>The successful bidder to be appointed as contractor shall, before the commencement of the operations, get all the equipment inspected by the CONCOR official. All the deployed equipments 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</p>	<p>It is to be noted that as per Annexure –IV it is mentioned that Make or Model No. to be asked/given in case registration of an equipment is optional and not mandatory by the RTO.</p> <p>Hence, Clause .4.2 of chapter III, remain same.</p>

	<p>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.</p> <p>Query: Various state governments are not registering reach stacker under their motor vehicle act hence not issuing registration paper etc. therefore this clause needs to be relaxed.</p>	<p>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 equipments 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. For deployment of owned equipment, within 120 days of the issue of LOI, the permission of substitution will be accorded freely. However, the new deployed equipments has to conform to the stipulated criteria listed in clause no.3, chapter-III.</p> <p>(Ppage 31 of 65 of tender document)</p>	
10	<p>CHAPTER IV GENERAL CONDITIONS</p> <p>3. CHANGE IN BUSINESS PATTERN: In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.</p> <p>Query: This needs to be further clarified since equipment will be deployed on monthly hiring not on cycle rate basic hence drop of volumes by any reason should not impact the bidder at all.</p>	<p>As per clause 3 of chapter-IV, page 38 of 65 of tender document)</p> <p><b>3. CHANGE IN BUSINESS PATTERN:</b></p> <p>In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.</p>	No Change, tender clause will remain same.
11	<p>TERMINATION OF THE CONTRACT</p> <p>4.4 The certificate of CONCOR Official, Incharge of the ICD/ <b>TNPM/SNF and ICD/WFD</b>, as to the sum payable to the new agency, if</p>	<p>The certificate of CONCOR Official, Incharge of the ICD/DCT, 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.</p> <p>(Page 39 of 65 of tender document)</p>	No Change, tender conditions remain same.

	<p>the work in question had been carried out by him under the terms of contract, shall be final and binding on the contractor.</p> <p>Query: Here atleast some value /logic should be there rather than arbitrary imposition of levies</p>		
12	<p>7.6 CONCOR also reserves the right to:</p> <p>a) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.</p>	<p>7.6 CONCOR also reserves the right to:</p> <p>a) Award the work partially, if deemed fit by the Competent Authority, in the financial / business interest of CONCOR.</p> <p>As per clause 7.6 of chapter-II, page 24 of 65 of tender document)</p>	<p>The bidders are to be noted that the clause no. 7.6 (a) of chapter-II, page 24 of 65 of <b>tender document is to be read as deleted.</b></p>

**The other terms and conditions of the above e-tender remains the same.**

**Sd/- Executive Director  
Hyderabad Cluster Head**

Note: Bidders may kindly take cognizance of this clarification while submitting their bids. The clarifications/corrigendum should be submitted along with the e-bid duly signed and stamped by the authorized signatory of the bidder firm. This may please be noted by all the prospective bidders.