

**CONCOR  
AREA-II**

CON/AREA-II/MIHAN/HANDLING/H5/2023

Dated:18.04.2023

**CORRIGENDUM-II**

Sub: Clarifications for e-Tender cum Reverse Auction for Handling of Containers at MMLP Mihan.

Ref: Pre-Bid Meeting held on 6th April 2023 at 15:00 hrs at CONCOR NSIC, New Delhi.

S.No.	Query	Clarification
1	As per the requirement fresh order will have to placed for the RSTs. For the period of 120 days from LOI, is the bidder required to place 5 RSTs of required vintage (2020 & later) to meet the minimum eligibility criteria ?	<b>Ch.II Cl.1.3.2 &amp; Ch.III Cl.3.1 (b) and Annexure V Deployment Plan Note (1):</b> Bidders who do not own the equipment 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 150 days of issue of LOI to fulfill the minimum ownership criteria as laid down in the tender document. 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 five (05) 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 atleast 2018 or later make required number of equipment). Equipment older than that will not be considered).
2	As there are numerous bids placed by CONCOR, each one for brand new RSTs and the number of reliable manufacturers being less there will be numerous orders placed on these vendors by different bidders for new RSTs. 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 <b>it is requested that the requirement for placement of RSTs be spaced out over a period of 60 days per machine i.e for 5 machines total period of 300 days should be given.</b>	<b>Ch.III Cl.3.1 Para (e) is modified as given below:</b> <i>"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 may allow to deploy the equipment as it arrives in the Terminal for operations in phased manner within time specified in the tender. The contractor may be allowed to deploy Reach Stackers in a staggered / phased manner within stipulated time of <u>150 days</u>, therefore the deployment of 1st Reach Stacker will reckon commencement of contract. If the remaining Reach Stackers are not deployed within the stipulated <u>150 days</u> damages as per tender terms and conditions will be levied for non-deployment of Reach Stackers".</i>
3	As per Clause 4.5 (Page 33 of 70) 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.	Ch.III Cl.4.5 - No change.
4	As per clause 5.1 (II) (a) (Page 35 of 70) downtime for Reach Stackers, a period of 2 hours of cooling in every 24 hours of working shall be allowed. It is recommended by the OEM that a minimum 4 hours cooling time should be allowed failing which OEM will not provide warranty guarantee for the equipments. hence cooling time may kindly be allowed 2 hours to 4 hours for every 24 hours of working.	Ch.III Cl.5.1 (ii)(a) : Down time: No change.

5	<p>Clause 4.6 (Page 34 of 70) the tender accepting authority can also reduce the number of equipments. Both the clauses under Srl.Nos. 4 and 5 are contradictory to each other. In view of huge investment for procurement of reach Stackers no financiers will invest to recover the financial liability knowing fully well there will 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 34 of 70) may kindly be withdrawn in the interest of the contractor and project on the whole.</p>	<b>Ch.III Cl.4.6: DELETED.</b>
6	<p>As per clause 2. 1.2 (Page 31 of 70) handling of empty containers from rail siding /stacks to different stuffing points inside ICD MMLP/Mihan 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 / racks / 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, since the OEM will not take any responsibility for damage within the warranty period to reach stackers en route.</p>	Contract for internal transportation is in place at MMLP Mihan.
7	<p>It is requested to provide InterCarting trailers by buyer, therefore clause no.7.13 (Page 44 of 70) should be amended.</p>	<b>Ch.IV Cl.7.13, page 44 of 70 Term "trailers" DELETED.</b>
8	<p>Ch.II Cl.7. ACCEPTANCE OF TENDER</p> <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>Query: This needs to be further clarified since after having the tender how tender can awarded partially without considering huge investment of bidder particularly during the contractual period.</p>	Mismatch in query and clause quoted. Therefore, No change proposed.
9	<p>Ch.III Cl.4. DEPLOYMENT OF EQUIPMENT BY THE SUCCESSFUL BIDDER:</p> <p>As per Ch.II Cl.4.2 "...The contractor will be required to produce original supporting documents like <b>registration papers</b>, invoices, valid insurance, fitness certificates, etc. at the time of inspection at the Terminal." 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>	Ch.III Cl.4.2: No change. The clause details the supporting documents like registration papers, etc. Submission of registration papers is not mandatory.
10	<p>Considering the equipment size &amp; functioning, there are always possibilities of breakdown/mal-functioning etc. for certain period hence 30 hours exigency break down period needs to be minimum of 48 hours.</p>	Ch.III Cl.5.1(ii) (b) Down time: No change.

11	<p>CHAPTER IV GENERAL CONDITIONS</p> <p>3. CHANGE IN BUSINESS PATTERN: <i>In case of drop in volumes or insufficient work contractor will not be entitled for any compensation from CONCOR on this account.</i></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>	No change.
12	<p>4. TERMINATION OF THE CONTRACT</p> <p>4.4 The certificate of CONCOR Official, In charge of the MMLP/Mihan, 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>Query: Here at least some value /logic should be there rather than arbitrator imposition of levies</p>	Ch.IV Cl.4: No change.
13	<p>Annexure IV Consent Letter (a) Page 58 of 70 : <i>The Reach Stacker mentioned above shall be hired out by us to M/s -----(tenderer) for a period of 120 days starting from the date of commencement of the contract, (if awarded by CONCOR to the party) or the positioning of owned equipment by the party at the terminal, whichever is earlier.</i></p>	<b>Annexure IV Consent Letter (a) :DELETED</b> (Page 58 of 70)
14	<p>Chapter II,Clause 8 EXECUTION OF CONTRACT DOCUMENT : <i>The successful tenderer whose tender is accepted shall be required to appear at the office of the Executive Director, Area-II, 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 fifteen (15) days of the date of issue of communication (LOI) from CONCOR's office and start the work within 120 days (One Hundred and Twenty days) of issue of LOI or by the date communicated by Executive Director, Area-II, 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. The Executive Director, Area-II, 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. (Page 27 of 70 of tender document)</i></p>	<p><b>Chapter II,Clause 8 EXECUTION OF CONTRACT DOCUMENT is modified and to be read as below,</b></p> <p><i>"The successful tenderer whose tender is accepted shall be required to appear at the office of the Executive Director, Area-II, 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 fifteen (15) days of the date of issue of communication (LOI) from CONCOR's office and start the work within <b>150 days (One Hundred Fifty days)</b> of issue of LOI or by the date communicated by Executive Director, Area-II, 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. The Executive Director, Area-II, 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." (Page 27 of 70 of tender document)</i></p>

Note:

- i) All other terms and conditions of tender will remain same.
- ii) Corrigendum I & II shall form an integral part of the tender document and 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.