

Corrigendum-1

Corrigendum 1 to Limited e-tender no. CON/T/BLLM LEASE/e-93242/2025 dated 04.03.2025 (single bid system) for the supply of 3 rakes of BLLM wagons on operation lease to CONCOR for a period of 10 years.

1. Issued Amendment 1 to 7 to the tender as under:

<u>Sl. No.</u>	<u>Tender Clause</u>	<u>Amendments</u>									
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<u>2.</u>	Date & Time of submission of Tender/Date & Time of opening of tender	<p><u>Amendment 2</u> <u>(Revised Submission & opening schedule)</u></p> <table border="1"> <tr> <td>Date & Time of submission of tender</td> <td>16.04.2025 upto 15:00 Hrs.</td> </tr> <tr> <td>Date & Time of opening of tender</td> <td>17.04.2025 at 11:30Hrs.</td> </tr> </table>	Date & Time of submission of tender	16.04.2025 upto 15:00 Hrs.	Date & Time of opening of tender	17.04.2025 at 11:30Hrs.
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<u>3.</u>	<u>Clause 5.7, Chapter II (Security Deposit)</u>	<p><u>Amendment 3</u> <u>(Revised clause 5.7, Chapter II)</u></p> <p>Security Deposit: The successful bidder shall be required to submit Security Deposit within 15 days of the issue of the Notification of Award (NOA). The Security Deposit shall be for an amount of Rs.25,00,000/- (Twenty-Five Lakh) in the form of Bank Guarantee in favour of Container Corporation of India Ltd., New Delhi, as per the Proforma given at Annexure-VI. The validity of the Bank Guarantee shall be 30 days beyond the Commissioning/delivery date of the last rake. No interest shall be allowed or paid by CONCOR on the Security Deposit. Bank Guarantee shall be from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi) or from any Nationalised/Scheduled Commercial Bank in India (preferably located in New Delhi).</p>				

		<p>CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of failure of the contractor to observe and in performance of the terms and conditions of this contract or any amount that may become due to CONCOR under or by reason of the terms and conditions, of this contract from the amount of performance security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.</p> <p>The security deposit referred to above will be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of the contract, leading to premature termination of the contract, without prejudice to CONCOR's other rights and remedies available under law.</p>		
4.	<u>Clause 2.11, Chapter III</u>	<p><u>Amendment 4 (Revised clause 2.11 of chapter III).</u></p> <p>CONCOR shall take these wagons for its use on lease basis for a period of 10 years from the date of commissioning /date of delivery of each rake.</p>		
5.	<u>Clause 2.13, Chapter III</u>	<p><u>Amendment 5 (Revised clause 2.13 of chapter III).</u></p> <p>The Lessor shall deliver the rakes to CONCOR at the manufacturer's locations ex-works/current base depot. The lease and the rent will commence from the date of commissioning/date of delivery of the wagons at CONCOR terminal/base depot/current base depot after completing all the necessary formalities.</p>		
6.	<u>Clause 2.40, Chapter III</u>	<p><u>Amendment 6 (Revised Schedule of Delivery, clause 2.40, Ch. III)</u></p> <p>Schedule of Delivery & Penalties thereof due to late delivery:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">S. No.</td> <td style="text-align: center;">Activity Days</td> </tr> </table>	S. No.	Activity Days
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		<p>1. Date of issue of NOA “D”</p> <p>2. Signing the agreement D + 30 days</p> <p>3. Delivery of</p> <p>Rake-1 D + 195 days</p> <p>Rake-2 D + 225 days</p> <p>Rake-3 D + 255 days</p> <p>4. Completion of warranty period for each rake is 24 months from the date of commissioning of each rake.</p> <p>5. Validity of security deposit,[Point (3) i.e. D+255 + 30 days]=D+285 days</p> <p>It may be noted that the above calculation is indicative of the period of validity of the security deposit. In case of delay in the delivery of the rakes, the lessor shall be required to increase the validity of the bank guarantee accordingly.</p> <p>PENALTY:- RS.10,000/- PER RAKE PER DAY FOR ALL DAYS BEYOND DELIVERY SCHEDULE DUE TO LATE DELIVERY.</p>
7.	<u>Clause 2.44, Chapter III</u>	<p><u>Amendment 7</u> <u>(Revised clause 2.44, Ch. III)</u></p> <p>Indian Railways Wagon Depot where the Rakes shall be based for periodic scheduled maintenance shall be intimated to the lessor 7 days before the dispatch of the first rake ex-manufacturer’s works/current base depot.</p>