

**CORRIGENDUM-3**

CORRIGENDUM-3 to Limited E-Tender no. CON/T/BLSS LEASE/e-91370/2024 dated 19.12.2024 (single bid system) for the supply of 10 rakes of BLSS wagons on operating lease to CONCOR for a period of 10 years is issued for:

1.0 Issued Amendment 1 to 20 to the tender as under:

<b><u>Sl. No.</u></b>	<b><u>Tender Clause</u></b>	<b><u>Amendments</u></b>				
1.	Tender Notice	<b><u>Amendment 1</u></b> <b><u>Revised Tender schedule for Submission&amp;Opening:</u></b> <table border="1"><tr><td>Date &amp; Time of submission of tender</td><td>24.02.2025 upto 15:00 Hrs.</td></tr><tr><td>Date &amp; Time of opening of tender</td><td>25.02.2025 at 11:30Hrs.</td></tr></table>	Date & Time of submission of tender	24.02.2025 upto 15:00 Hrs.	Date & Time of opening of tender	25.02.2025 at 11:30Hrs.
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2.	Cl. 2.24 (h), Chapter III	<b><u>Amendment 2.</u></b> <b><u>Revised clause 2.24 (h), Chapter III :</u></b>  (h) in compliance with such other maintenance and return conditions set forth in the applicable <b>contract agreement</b> .				



		<p><b>Rake-3                    D + 195 days</b></p> <p><b>Rake-4                    D + 225 days</b></p> <p><b>Rake-5                    D + 255 days</b></p> <p><b>Rake-6                    D+ 285 days</b></p> <p><b>Rake-7                    D+ 305 days</b></p> <p><b>Rake-8                    D+ 335 days</b></p> <p><b>Rake-9                    D+365 days</b></p> <p><b>Rake-10                    D+ 405 days</b></p> <p>4. Completion of warranty period for each rake is 24 months from the date of commissioning of each rake.</p> <p><b>5. Validity of security deposit,  Point (3) i.e. D+405 + 30 days  =D+435 days</b></p> <p>It may be noted that the above calculation is indicative of the period of validity of thesecurity deposit. In case of delay in the delivery of the rakes, the lessor shall be requiredto 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> <p>CONCOR also reserves the right to award contract to more than one party in case it isnot able to find a single suitable party to do the job tendered for.</p>
5.	Cl. 3.1, Chapter III,	<b><u>Amendment 5.</u></b>

		<p><b><u>Revised clause 3.1, Chapter III:</u></b></p> <p>For providing the wagons on operating lease, the lessor will be paid according to the Schedule of rates and the explanatory notes attached thereto as Annexure 1. Lessor shall be paid lease rental charges for the rakes supplied till the beginning of the month subject to a maximum lease rental of 10 rakes. No payment shall be made for any part rakes (Rakes as defined in Annexure-II). <b>CONCOR will strive to make the payment of lease rental for the rakes within the 10<sup>th</sup> of each month for bills received before the end of the previous month.</b></p>
6.	Cl. 9, Chapter III, (Force Majeure)	<p><b><u>Amendment 6.</u></b> <b><u>Revised clause 9, Chapter III:</u></b></p> <p>Force Majeure:</p> <ol style="list-style-type: none"> <li>a. India/ Local Government Administration to suspend operation of freighttrains on specified network of Indian Railways and on specifiedcommodity for a period of more than 15 days and results into stabling ofRake(s) leased under this Agreement.</li> <li>b. Not later than 7 days after occurrence of a Force Majeure Event, Lessee shall give notice to Lessor of such occurrence.</li> <li>c. The sole consequence of occurrence of a Force Majeure Event shall besuspension of Lessee's obligation to pay the Rent to Lessor (under this Agreement), for the period from the date on which the Rake(s) are stabled on account of Force Majeure Event to the date on which the operations of freight trains is allowed to resume by the Government of India.</li> <li>d. If a Force Majeure Event continue for a continuous period of onehundred twenty (120) days, Parties may mutually agree to either extendthe time period for such Rent suspension.</li> </ol>
7.	Cl. 11.1, Chapter III,	<p><b><u>Amendment 7.</u></b> <b><u>Revised clause 11.1, Chapter III:</u></b></p> <p>The lessee may, without prejudice to any other remedy for breach of contract, by <b>15</b> (fifteen) days' written notice of default sent to the lessor, terminate the lease agreement in whole or part:</p> <p>(a) If the delivery of a Rake is delayed by Lessor by more than <b>180</b> days after the delivery date (as per delivery schedule mentioned in clause 2.40 of Chapter III) of such Rake.</p>

		(b) If the lessor fails to perform any other obligation(s) under the lease agreement and such failure is not cured by Lessor within <b>90</b> days of being notified in writing of such failure by Lessee.
8.	Cl. 11.2, Chapter III,	<b><u>Amendment 8.</u></b> <b><u>Deleted clause 11.2, Chapter III</u></b>
9.	Cl. 11.4, Chapter III, (Termination for Convenience)	<b><u>Amendment 9.</u></b> <b><u>Deleted clause 11.4, Chapter III:</u></b>
10.	New Annexure inserted- Annexure-VII	<b><u>Amendment 10.</u></b>  <u>Inserted New Annexure i.e. Annexure-VII (Provision for representation and Warranties) attached herewith.</u>
11.	Cl. 5.6(g), Chapter II	<b><u>Amendment 11.</u></b> <b><u>Revised clause 5.6 (g), Chapter II:</u></b>  CONCOR reserves the right to modify / withdraw any of the Terms & conditions at any point of time <b>upto 7 days prior to the date of submission.</b>
12.	Annexure-II	<b><u>Amendment No. 12,</u></b> <b><u>Revised Annexure-II</u></b>  <b>ANNEXURE II: Technical Specifications of BLSS Wagons Rakes</b>
		Rakes: Each "BLSS Rake" is comprised of 48 BLSS Wagon (04 "A" car +44

			“B” car) Units along with 1 BVCM in a train formation.	
		Wagon Unit Module:	A “Wagon Unit” is comprised of 22 BLSS (B-Car) wagons, with 2 BLSS (A-Car) wagons placed at extreme ends and 22 BLSS (B-Car) wagons placed in the middle.	
		Wagon Types:	<ol style="list-style-type: none"> <li>1. <b><u>BLSSA WAGON</u></b>: - RDSO Index Drawings No. WD-22061--S-01 (with latest alteration) for A-Car,</li> <li>and,</li> <li>3. <b><u>BLSSB WAGON</u></b>: - RDSO Index Drawings No. WD-22062--S-01 (with latest alteration) for B-Car</li> <li>4. <b><u>Bogie Brake Van Type BVCM</u></b>: RDSO’s Specification No. WD-01-BVCM-2017 and relevant drawings</li> </ol>	
		The wagons supplied under this contract shall have a warranty of 24 months from the date of commissioning of each rake.		
13.	Cl. 2.20, Chapter III	<b><u>Amendment No. 13,</u></b> <b><u>Revised Cl. 2.20 of Chapter III</u></b> CONCOR will indemnify and hold harmless the Lessor, its agents and employees from and against any and all losses, claims, costs, expenses, fines and liabilities (including reasonable Attorney’s fees), howsoever caused resulting directly or indirectly in any manner from the operation, use, storage or possession of these wagons by CONCOR during the performance of this lease subject to provision of clause 2.18 above.		
14.	Cl. 2.24 of Chapter III	<b><u>Amendment No. 14,</u></b> <b><u>Revised Cl. 2.24 of Chapter III</u></b> CONCOR shall intimate to the lessor about return of each rake in compliance with the applicable lease agreement, at the base depot of the rake or a location to be mutually agreed by the Lessor and the Lessee at least 60 days prior to the lease expiry date.		
15.	Cl. 2.30, Chapter III	<b><u>Amendment No. 15,</u></b> <b><u>Revised Clause 2.30 of Chapter III</u></b> It is hereby agreed by and between the parties herein that all disputes, differences,		

		<p>claims and questions, whatsoever, which shall arise either during the subsistence of the lease agreement or afterwards between the parties and / or their representatives shall be referred to The Delhi International Arbitration Centre under the administrative control of Delhi High Court. Arbitration and Conciliation Act of 1996, and rules thereunder and amendment thereto from time to time shall apply. The award of the Arbitrator shall be final conclusive and binding on all the parties.</p> <p>Delhi Courts shall have the exclusive jurisdiction in the matter. The venue of above Arbitration shall be Delhi and the cost of the Arbitration shall be shared equally by the parties.</p>
16.	Cl. 2.37, Chapter III	<p><b><u>Amendment No. 16,</u></b> <b><u>Revised Cl. 2.37 of Chapter III</u></b></p> <p>Should a person/tenderer, whose tender has been accepted by CONCOR through a Notification of Award (NOA) issued in his favour, decline or fail to execute an agreement and deliver the wagons within the stipulated time frame as mentioned in the aforesaid NOA, the Earnest Money Deposit mentioned above will be forfeited in full by CONCOR without prejudice to any further rights of remedies in this regard for breach of contract deemed to be concluded with issue of NOA by CONCOR.</p>
17.	Cl. 2.42, Chapter III	<p><b><u>Amendment 17,</u></b> <b><u>Revised clause 2.42 of Chapter III</u></b></p> <p>The Lessor shall not transfer or assign the contract or any part thereof, without the previous written approval of CONCOR. In case the lessor contravenes this condition, CONCOR shall be entitled to place the contract elsewhere at the cost and risk of the lessor and all expenses borne on this account shall be recovered from him.</p>
18.	Cl. 2.44, Chapter III	<p><b><u>Amendment 18</u></b> <b><u>Revised clause 2.44 of Chapter III</u></b></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.</p>
19.	Cl. 3.9, Chapter III	<p><b><u>Amendment 19</u></b> <b><u>Revised clause 3.9 of Chapter III</u></b></p> <p>Deduction of statutory dues like Income Tax at source or any other tax/levy imposed</p>

		by Govt. will be made from the money payable to lessor on the bills for the service in accordance with the provisions of the Income Tax Act 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.
20.	Cl. 6, Chapter III	<p><b><u>Amendment 20</u></b>  <b><u>Revised clause 6 of Chapter III</u></b></p> <p>Save as otherwise provided, all notices issued and action to be taken for and on behalf of the Chairman and Managing Director, CONCOR shall be issued/taken by the Official In-charge of the Container Terminal or Group General Manager (P&amp;S/AREA-III). The lessor shall furnish to CONCOR the names, designations and addresses of his authorised representatives, and all complaints, notices, communications and references shall be deemed to have been duly served to the lessor, if delivered to him or his authorised representatives or left at or posted at the address so given.</p>

Please visit on company's website, [www.concorindia.co.in](http://www.concorindia.co.in) and also visit website of Tender Wizard [www.tenderwizard.com/CCIL](http://www.tenderwizard.com/CCIL) for complete details. All other Terms and conditions of the bid document shall remain unchanged.

GGM/P&S/AREA-III





(on a stamp paper of Rs. 200/- (Rs. Two Hundred only))

ANNEXURE-VII

REPRESENTATIONS AND WARRANTIES

Under

(Contract Agreement No.....)

Between

Container Corporation of India Ltd. (Lessee) and .....(Lessor)  
referred to individually as a "Party" and collectively as the "Parties".

1. Each party represents and warrants to the other party, as of date of the contract Agreement and each lease commencement date, that:
  - (a) it is a business entity duly organized and validity existing under the laws of India:
  - (b) it has full legal right, power and authority and has taken all appropriate and necessary corporate actions to execute and deliver the Contract Agreement and to perform its obligations under the Contract Agreement, Lessor represents and warrants that it is licensed by the MoR as a wagon leasing company under the Wagon Leasing Scheme; Lessee represents and warrants that it has entered into a Concession Agreement with MoR for operating container rakes on the Indian Railway Network.
  - (c) it has obtained all consents, approvals and authorizations under Applicable Regulations for the valid execution, delivery and performance of its obligations under the terms of the applicable lease under the Contract Agreement.
  - (d) the execution, delivery and performance by such Party of the Contract Agreement will not (i) conflict with any Applicable Regulations or the organizational documents of such Party including the Concession Agreement or (ii) constitute a default under or result in the creation of a security interest over such Party's assets pursuant to the terms of any agreement, contract, arrangement or understanding to which it is a party or that is binding upon such Party on any of its assets;

On behalf of .....  
(Lessor) :

On behalf of Container Corporation of  
Limited (Lessee):

.....  
(Signature)

.....  
(Signature)

Name:  
Designation:

Name:  
Designation:

Dated:.....

Dated:.....