



AREA I

CON/CM/185/2022

Date : 22.03.2022

CORRIGENDUM

Name of work: E-Tender cum Reverse Auction in two bid system for Hiring of 33 RSTs at various CONCOR Terminals from OEM (Original Equipment Manufacturer) on Operations and Maintenance basis.

Ref: Tender Notice No. CON/CM/185/2022 dated 17.03.2022.

Index	As per tender document	Modifications
Chapter III, Scope of work Cl.1.1.	The scope of work indicated in the paras below is only a guide. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.	1.1. The scope of work indicated in the paras below is only a guide and is inclusive of further scope of work and should not be considered as an exhaustive list. The provisions and scope of work as described below would be binding on the contractor and the contractor shall not be entitled to refuse any of the work on any grounds whatsoever as mentioned in the scope of work. The actual requirements are subject to variations/adjustments depending on the pattern and volume of traffic.
Chapter IV, Cl.19, EXIT CLAUSE	CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in case there are strong business reasons for it to do so as determined by its management.	CONCOR will have the liberty to terminate the contract by giving an advance notice of (60) sixty days in the event CONCOR has any business reasons for it to do so as determined by its management.
Chapter IV, Cl. 26. Waiver of Damages	26.1 In case of Accidents, fire, fog, congestion, etc., the Terminal Manager / Incharge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident warranting such an action by the Terminal Manager / Incharge is brought out clearly on record. 26.3 However, liquidity damages	26.1 In case of Accidents, fire, fog, congestion, etc., the Terminal Manager / Incharge may condone the delay in execution of job orders and no damages would be imposed in such an eventuality, provided the incident has happened without any act, omission. Commission, advertence or inadvertence of the bidder and the incident warranting such an action by the Terminal Manager / Incharge is brought out clearly on record.

	levied under various clauses will not be waived off in any circumstances. This penalty is levied on account of damages suffered by CONCOR due to delay in service given to the customers.	26.3 However, liquidated damages levied under various clauses will not be waived off in any circumstances. This penalty is levied on account of damages suffered by CONCOR due to delay in service given to the customers.
Annexure III, Specimen of bank guarantee	2. We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the ED/Area-I, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .	2.We [Name of Bank] Bank, do hereby agree to be the primary obligator and undertake and promise to promptly pay the amount due or payable under this guarantee without any protest, demur, merely on a demand from the ED/Area-I, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said contractor to perform the said operations safely without damaging the cargo/containers or in the event of any breach of contract by the contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding [Rs.....] .
Annexure IV, Affidavit	<p>I/We hereby declare that I/we will comply with all terms and conditions of CONCOR's tender document and I/we will submit signed and stamped copy of CONCOR's tender document as enclosure of contract/ agreement on award of P.O/ LOI.</p> <p>I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other</p>	<p>I/We hereby declare that I/we shall comply with all terms and conditions of CONCOR's tender document and I/we shall submit signed and stamped copy of CONCOR's tender document as enclosure of contract/ agreement on award of P.O/ LOI.</p> <p>I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract or as available under the law of land.</p>

	action provided in the contract.	
Annexure VIII Authorized Dealer.. Certificate	Annexure VIII	Annexure VIII Authorised Dealer Certificate..... Certificate from the manufacturer in case of the contractor is authorized dealer is required.

All other terms and conditions remain unchanged.