



Container Corporation of India Limited
CONCOR Bhawan, C-3, Mathura Road,
Opposite Apollo Hospital,
New Delhi -110076

CORRIGENDUM-3

Date: 19-12-2024

Reference :

1. Name of Work: Request for Proposal for Consultancy Services to carry out study for CONCOR to enter into the Global Container Shipping Sector.
2. Limited E-RFP No.: PCCORP---DL-COCD(COMW)/7/2024-CO Date : 18-11-2024
3. Corrigendum dated 05-12-2024
4. Corrigendum – 2 dated 13-12-2024

With reference to the above-referred Limited RFP's, Pre-Bid meeting held on 28-11-2024 the clarifications/amendments are as follows:-

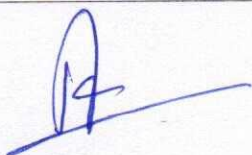
Sr. No.	Pre-Bid Queries	Clarification
1	<p>We understand that the total duration of the project is 20 weeks from the date of commencement as per the point(4) mentioned in the letter of invitation on Page 4.</p> <p>We further understand that accordingly the final payment milestone of the project should be aligned to acceptance on Final report on the Project by CONCOR within the 20-week period and should not be extended for additional 6 months.</p> <p>Hence, we request the Authority to kindly consider updating the payment milestones as below –</p> <p>Inception Report and presentation thereon - 10% of the Contract Value Mid Term Review of the Study Report - 10% of the Contract Value Submission of Draft Report and presentation thereon - 20% of the Contract Value Submission of Final Report and presentation thereon - 35% of the Contract Value Acceptance of Report on Project - 20% of the Contract Value Submission of Five (05) hard copies (COLOURED) and also in soft copy in PDF and Word Format of all reports - 05% of the Contract Value</p>	Limited RFP conditions shall prevail.
2	<p>Please refer to Rule 161 (IV) of General Finance Rules (GFR) 2017. We understand that cost of tender document should not be charged under the said Rule. Accordingly, we request you to waive/delete the requirement for submitting tender fee under the RFP</p>	Limited RFP conditions shall prevail.
3	<p>We understand that strategy formulation under the Task 3 is linked to the other two tasks 1 and 2 where container market and capabilities of CONCOR has been assessed in the container shipping segment.</p>	Amendment issued

	<p>Hence, we understand that diversification into specialized cargo is also linked only to the allied services of container shipping and not linked to any other type of cargo i. e bulk, break bulk etc.</p> <p>Further, based on our extensive experience we understand that assessment of diversification into dry bulk needs a separate detailed assessment and hence, we suggest not to include it in the scope of services for this engagement</p> <p>Hence, the suggested updated scope under this Task 3(iii) is as under</p> <p>“Consider diversification into other segments linked to container shipping, such as intermodal shipping, allied specialized services etc., based on the identified market needs”</p>	
4	<p>We understand that subcontracting is allowed under the RFP so as to allow the bidder to bring in the right set of expertise (in terms of key experts) to execute this important assignment. However, in such a case, the bidder would remain responsible for the work of such subcontractors. We further understand that such subcontractors shall be ensuring commitment to the integrity pact as per the Section 6(1) on page 41. Please confirm if our understanding is correct.</p>	Amendment issued
5	<p>We request the Authority to allow standard exceptions to confidential information, which is industry standard and reasonable. We understand that not all information can be regarded as confidential. For e.g., if the information is in public domain, it may not be treated as confidential information. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. Hence, we request the Authority to kindly include the following clause: "Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	Amendment issued
6	<p>We request the Authority to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information.</p> <p>Hence, the Authority is requested to kindly include the following clause: "Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p>	Amendment issued
7	<p>We request the Authority to include the following exceptions and procedure as these are industry standards and reasonable. They are also mentioned in the MeitY guidelines.</p> <p>“1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party’s misuse or modification of the Service; b) Indemnified Party’s failure to use corrections</p>	Amendment issued


	<p>or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement."</p>	
8	<p>We understand that there are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p>	Limited RFP conditions shall prevail.
9	<p>We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. We request the authority to please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines.</p>	Limited RFP conditions shall prevail.
10	<p>We request the Authority to include the following— The indemnities set out in this agreement shall be subject to the following conditions: the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; all settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p>	Amendment issued



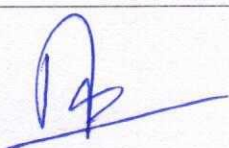
	<p>in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	
11	To uphold the principles of natural justice, we request Authority to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Amendment issued
12	We request Authority to cap the liquidated damages/ penalties cumulatively to 5% of the total contract value.	Limited RFP conditions shall prevail.
13	We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore, we request the authority to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.	Limited RFP conditions shall prevail.
14	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Limited RFP conditions shall prevail.
15	There may be circumstances beyond the reasonable control of the Consultant, where a replacement of personnel may be necessary, such as illness, death, resignation or disciplinary action against the concerned personnel, etc. In such cases, Client is requested to allow exceptions to this clause and make penalties inapplicable. The Consultant shall exercise reasonable efforts to provide a suitable replacement to the Client.	No change, Limited RFP conditions shall prevail.
16	<p>By making time of essence of the contract, you retain the right to void the contract ab initio in case timelines are not met. There are various dependencies on the client and other third parties for completing the project. There may be delays on part of client and other parties also. Thus, contract can be voided by you even if the fault is not entirely ours. We understand that it is not the intention to make the agreement void ab initio in case of any delay in achieving the timelines.</p> <p>Further, since there are LDs for delay in achieving the timelines, it does not look legally feasible to have time as essence of the contract. Thus, we request the authority to kindly delete this clause.</p>	Limited RFP conditions shall prevail.
17	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines.	Amendment issued



	"Not withstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid-up license to the Purchaser/ Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations."	
18	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurance for this project may not be required considering such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Amendment issued
19	If the project is to be completed on time, it would require binding both parties with timelines to fulfil their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by MeitY in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause: "Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."	Limited RFP conditions shall prevail.
20	We understand that the services and deliverables are to be submitted to CONCOR under the contract. Therefore, we accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. We understand that you agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm if our understanding is correct.	Limited RFP conditions shall prevail.
21	Updated query vide mail dated 29-11-2024 We want to highlight that the extensive experience of the requested experts in the RFP can pose a bit difficulty to fit in the given CV format in one table. Hence, we request the authority to allow the modification to the CV format as per below to cover the elements of employment record and work experience separately – Employment record: From To Total Period in Years and Months Employer Position Held Description of Duties Detailed Projects/Tasks Assigned: Work Undertaken Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned Name of Assignment or project: Year:	Amendment issued



	Location: Client: Main Project Features: Position Held: Activities performed:	
22	Will CONCOR allow online presentations, or will in-person presentations be required? In the case of in-person presentations, would key experts be permitted to attend virtually?	Limited RFP conditions shall prevail.
23	We request you to consider assignments in related sectors such as Multi Modal Logistics Park, Ports and IWTs as key assignments. These assignments share common aspects of container shipping	Limited RFP conditions shall prevail.
24	The criteria for Key experts in terms of no. of years in generic. The marks shall be bifurcated in terms of –education qualification, Overall work experience and Specific work experience.	Limited RFP conditions shall prevail.
25	Request CONCOR to keep QCBS split as 80:20 to ensure focus is given to technical expertise for the assignment	Limited RFP conditions shall prevail.
26	Will CONCOR provide access to historical financial data to assist in the assessment of financial considerations?	Limited RFP conditions shall prevail.
27	It is requested to please revise the payment milestone as per the below table. Inception Report and presentation thereon - 15% of the Contract Value Mid Term Review of the Study Report - 15% of the Contract Value Submission of Draft Report and presentation thereon - 20% of the Contract Value Submission of Final Report and presentation thereon - 30% of the Contract Value Acceptance of Report on Project - 10% of the Contract Value Submission of Five (05) hard copies (COLOURED) and also in soft copy in PDF and Word Format of all reports - 05% of the Contract Value. After completion of presentations to external stakeholders of CONCOR such as Ministry of Indian Railways/Other Ministries, Govt. of India/other external stakeholders as per instructions of CONCOR (till period of 06 months from the date of acceptance of final report of Consultant). The balance payment of 5% of contract value shall be made after the completion of 6 months from the date of acceptance of final report as per Sr. No. 5 above - 05% of the Contract Value	Limited RFP conditions shall prevail.
28	Will CONCOR share previous reports or studies to assist with the market attractiveness study and benchmarking	CONCOR does not possess in any



		such data /study.
29	Should the HR analysis include specific roles, or should it focus on general staffing levels for the global container shipping business? Does the scope require to specify the capabilities for each role and define Broad organogram?	Amendment issued
30	Will partially completed assignments, provided they demonstrate significant progress, be considered for evaluation under key assignments?	Limited RFP conditions shall prevail.
31	Will CONCOR assist in arranging meetings with regulatory bodies to streamline the information gathering process for compliance analysis?	CONCOR may issue formal request to Agencies. However, the co-ordination has to be done by the consultants.
32	With respect to Conflict of Interest, confirmations shall be provided as on the current date with respect to the engagement team members of KPMG Advisory Services Private Limited as on the current date as per our risk management procedures, to the best of our knowledge.	Limited RFP conditions shall prevail.
33	Considering the experts required need to have international experience, we propose that the weightage of CVs be revised as follows – Credentials of the Bidding Firm Total Marks– 400 Work Experience in terms of number of Key Assignments– 100 Work Experience of Key Experts in terms of No. of years in the irrespective field– 300	Limited RFP conditions shall prevail.
34	We propose modification of the following expert - Multimodal Logistics Expert (Max. Marks=32), The Overall Experience should include atleast 5 years of experience in International/national logistics sector	Limited RFP conditions shall prevail.
35	We understand the strategic nature of the scope of work to be undertaken for this opportunity and appreciate the multifaceted experience for leading the team to the successful completion of all the deliverables. We request the Authority to kindly do away with this condition of Team Leader cum Business Planning Expert to be a Regular employee of the Bidding Firm	Limited RFP conditions shall prevail.
36	We request the Authority to allow Strategy, Market Assessment, Entry Strategy and similar type of projects as eligible experience.	Limited RFP conditions shall prevail.
37	We request the Authority to modify the scoring format to 1 Key Assignment - 120 marks; 2 Key Assignments - 180 marks; 3 or more Key Assignments 240 marks.	Limited RFP conditions

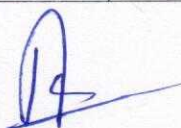


		shall prevail.
38	Team Leader cum Business Planning Expert (Max. Marks=40), The Overall Experience should include atleast 5 years of experience in Global Container Shipping Industry). It is our understanding that Team Leader should have atleast 5 years of experience of advising companies in container shipping sector. 5 years of experience of working in a Container Shipping company is not required. Please clarify.	Limited RFP conditions shall prevail.
39	We request the Authority to modify the QCBS weightages to 80:20 from 70:30.	Limited RFP conditions shall prevail.
40	We request the Authority to kindly modify the payment milestones as per below: Submission of Inception Report and presentation thereon - 10% of the Contract Value Submission of Mid Term Review of the Study Report - 15% of the Contract Value Submission of Draft Report and presentation thereon - 30% of the Contract Value Submission of Final Report and presentation thereon - 40% of the Contract Value Acceptance of Report on Project - 5% of the Contract Value	Limited RFP conditions shall prevail.
41	It is our understanding that total fee payable to the Consultant shall be equal to the following (fee quoted by the Consultant x no. of presentations made to external stakeholders). We request the Authority to reimburse OPEs at actuals and not to be included in the fee quote of the Consultant.	Limited RFP conditions shall prevail.
42	Please clarify exact expectations of the Authority from this task. Considering that the study is strategic in nature, analysis of operational issues may be taken up in a subsequent stage and excluded from the current scope of work.	Limited RFP conditions shall prevail.
43	It would be requested to add these lines to the clause: Notwithstanding the preceding the Consultants may terminate this Agreement, or any particular Services, immediately upon written notice to the Employer if the Consultants reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Limited RFP conditions shall prevail.
44	Please Insert Clause: Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Employer, are for Employer's internal use only (consistent with the purpose of the particular Services) including Employer's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Employer's organization.	Limited RFP conditions shall prevail.

In view of the above, the following Amendment 01 to 15 of the Limited RFP conditions are issued:

Amendment No.	Limited RFP Clause	Limited RFP Clause	Amended to read as
1	Clause 5 (C) (iii) (2) of Section-4 and Appendix-A	Consider diversification into other segments, such as intermodal shipping, dry bulk, and specialized cargo, based on the identified market needs.	Consider diversification into other segments linked to container shipping, such as intermodal shipping, allied specialized services etc., based on the identified market needs.
2	Clause 19 (d) (ii) (4) of Section-2	-	Note : Subcontract: The selected Consultant firm may engage external resources i.e. Key Experts except the Team Leader as deemed fit at their own cost. However, the selected Consultant firm will be solely responsible for meeting the requirements of the RFP and agreement.
3	Clause 12 of Section - 4 and Section 17 of Article - XVII of Section-5	Other Clauses: a) Confidentiality The Client and the Consultant agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this Agreement shall be kept confidential, unless disclosure made in connection with or for the purpose of or the approval/execution of this Project as mentioned above or it is expressly required under applicable laws, court orders or any order from a regulatory, statutory or governmental authority. Notwithstanding anything contained in this Agreement, after completion of the Project, the Consultant shall have the right to place advertisements or make announcements, at its own expense, describing its appointment and/or the services rendered pursuant to this Agreement and would also be entitled to use the Client's name and logo in this respect and disclose	Other Clauses: a) Confidentiality The Client and the Consultant agrees that all confidential information relating to this Agreement and disclosed to it for the purpose of this Agreement shall be kept confidential, unless disclosure made in connection with or for the purpose of or the approval/execution of this Project as mentioned above or it is expressly required under applicable laws, court orders or any order from a regulatory, statutory or governmental authority. b) Notwithstanding anything contained in this Agreement, after completion of the Project, the Consultant shall have the right to place advertisements or make announcements, at its own expense, describing its appointment and/or the services rendered pursuant to this Agreement and would also be entitled to use the Client's name and logo in this respect and disclose

		<p>details of the Assignment to the agencies of national/international repute for the purposes of league tables, rankings, etc.</p>	<p>details of the Assignment to the agencies of national/international repute for the purposes of league tables, rankings, etc.</p> <p>c) The term "Confidential Information" does not include information which</p> <p>(i) was or becomes generally available to the public other than as a result of a disclosure by the client or client's Representative, or</p> <p>(ii) was or becomes available to the Receiving Party on a non-confidential basis from a source other than the Client or its Representatives, provided that such source is not bound by a confidentiality agreement or obligation with the Client, or</p> <p>(iii) was within the consultant's possession prior to its being furnished, provided that the source of such information was not bound by any confidentiality agreement in respect thereof, or</p> <p>(iv) was independently developed by the consultant without reference to the Confidential Information.</p> <p>d) Consultant may disclose confidential information:</p> <p>(i) to its employees, directors, officers and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations;</p> <p>(ii) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes</p>
4	Section 3.01 (XII) of Article - III of Section-5	<p>Obligation to indemnify the client For breach of IPR Rights</p> <p>1) the Consultant shall indemnify and hold harmless, free of costs, the Client and its</p>	<p>Obligation to indemnify the client For breach of IPR Rights</p> <p>1) the Consultant shall indemnify and hold harmless, free of costs, the Client and its</p>



		<p>employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:</p> <ol style="list-style-type: none"> a) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Client. b) The sale by the Client in any country of the services/products produced by the Services delivered by Consultant, and c) The delivery of the Services by the Consultant or the use of the Services at the Client's Site <p>2.) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.</p> <p>3.) If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall promptly notify the Consultant. At its own expense and in the Client's name, the Consultant may conduct such proceedings</p>	<p>employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Consultant under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:</p> <ol style="list-style-type: none"> d) Any design, data, drawing, specification, or other documents or Services provided or designed by the Consultant for or on behalf of the Client. e) The sale by the Client in any country of the services/products produced by the Services delivered by Consultant, and f) The delivery of the Services by the Consultant or the use of the Services at the Client's Site <p>2.) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Consultant.</p> <p>3.) If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall promptly notify the Consultant. At its own expense and in the Client's name, the Consultant may conduct such proceedings</p>
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		<p>and negotiations to settle any such proceedings or claim, keeping the Client informed.</p> <p>4.) If the Consultant fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Consultant.</p> <p>5.) At the Consultant's request, the Client shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses</p>	<p>and negotiations to settle any such proceedings or claim, keeping the Client informed.</p> <p>4.) If the Consultant fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Consultant.</p> <p>5.) At the Consultant's request, the Client shall afford all available assistance to the Consultant in conducting such proceedings or claims and shall be reimbursed by the Consultant for all reasonable expenses</p> <p>6. Notwithstanding anything contained in this agreement, if the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against the Indemnified Party that any Service provided by the Indemnifying Party infringes copyright, trade secret or patents of the claimant third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be awarded against Indemnified Party.</p> <p>7. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <p>a) Indemnified Party's misuse of the Service;</p> <p>b) Indemnified Party's misuse of the Service in combination with any product or information not owned or developed by Indemnifying Party;</p> <p>However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall do</p>
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			<p>the following at its expense and option either:</p> <ul style="list-style-type: none"> i. Procure the right for Indemnified Party to continue using it; ii. Replace it with a non-infringing equivalent; iii. Modify it to make it non-infringing. <p>The foregoing remedies are exclusive to the Indemnified Party and constitute the Indemnifying Party's liability with respect to infringement.</p>
5	<p>Clause 12 (e) of Section – 4, Section 7.03 of Article - VII of Section-5</p>	<p>e) Indemnification</p> <p>The consultant shall keep the client , both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to legal fees and expenses, suffered by the Owner or any third party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant its employees, associates, sub-contractor or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or applicance.</p>	<p>e)Indemnification</p> <ul style="list-style-type: none"> (i) The consultant shall keep the client , both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to legal fees and expenses, suffered by the Owner or any third party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultant its employees, associates, sub-contractor or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or applicance. (ii) The Indemnified Party as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (iii) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and

			<p>personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; and the cost and expenses shall be reimbursed by the Indemnifying Party.</p> <p>(iv) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) All settlements of claims subject to indemnification under this Clause will: a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) The Indemnified Party take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and</p>
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			defenses of the Indemnified Party with respect to the claims to which such indemnification relates.
6	Section 14.01 and 14.01 (a) of Article – XIV of Section – 5	<p><u>Termination</u> Section 14.01: Termination by the CONCOR: The CONCOR may terminate the Contract, by not less than fifteen (15) days written notice of termination to the Consultants to be given after the occurrence of any of the events specified below.</p> <p>a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract within fifteen (15) days of receipt after being notified or within such further period as the CONCOR may have subsequently approved in writing;</p>	<p><u>Termination</u> Section 14.01: Termination by the CONCOR: The CONCOR may terminate the Contract, by not less than thirty (30) days written notice of termination to the Consultants to be given after the occurrence of any of the events specified below.</p> <p>a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract within thirty (30) days of receipt after being notified or within such further period as the CONCOR may have subsequently approved in writing;</p>
7	Section 8.01, Article VIII of Section- 5	All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the CONCOR in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the CONCOR, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the CONCOR, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the CONCOR	<p>All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the CONCOR in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the CONCOR, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the CONCOR, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the CONCOR.</p> <p><u>Subject to Section 3.01(xvii) of Article III and Section 8.01 of Article VIII of General Conditions of Contract</u>, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or</p>



			modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, the Consultant shall grant a nonexclusive, perpetual and fully paid-up license to the Purchaser/ Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations without any extra cost to the client
8	Section 7.02 of Article – VII of Section – 5 and Appendix-A	The risks and the coverage shall be for the period of Consultancy and shall be for: (1) CONCOR's Liability and Worker's Compensation Insurance in respect of the Personnel of the Consultants and of Sub-Consultant's, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (2) Professional Liability Insurance with a minimum coverage equal to total contract value for this consultancy; and (3) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.	The risks and the coverage shall be for the period of Consultancy and shall be for: (1) CONCOR's Liability and Worker's Compensation Insurance in respect of the Personnel of the Consultants and of Sub-Consultant's, in accordance with the relevant provisions of the Applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; (2) Professional Liability Insurance with a minimum coverage equal to total contract value for this consultancy; and (3) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services. (4) The consultant shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the consultant shall specifically ensure compliance of all such various Laws, Acts, etc. The consultant shall keep CONCOR indemnified against liabilities arising out of the consultancy period on this account.
9	Clause 5 (f) (ii) (1) of Section-	1) Identify the human, technical, and financial resources required to	1) Identify the human (general staffing levels only at this stage), technical, and financial resources



	4 and Appendix -A	implement the shipping line services.	required to implement the shipping line services.																																																																																																																																														
10		<p style="text-align: right;">Form 5</p> <p>Name of the Project: "Consultancy Services to carry out study for CONCOR to enter into Global Container shipping sector" CURRICULUM VITAE (CV) FORMAT OF KEY EXPERTS TO BE SUBMITTED WITH PROPOSAL</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">1</td><td style="width: 45%;">PROPOSED POSITION</td><td style="width: 15%;"></td><td style="width: 35%;"></td></tr> <tr><td>2</td><td>NAME</td><td></td><td></td></tr> <tr><td>3</td><td>DATE OF BIRTH</td><td></td><td></td></tr> <tr><td>4</td><td>PERSONAL ADDRESS</td><td></td><td></td></tr> <tr><td>5</td><td>TELEPHONE NO.</td><td></td><td></td></tr> <tr><td>6</td><td>EDUCATION (The years in which various qualifications were obtained along with institution must be stated)</td><td></td><td></td></tr> <tr><td>7</td><td>OTHER TRAINING AND AWARDS RECEIVED</td><td></td><td></td></tr> <tr><td>8</td><td>LANGUAGE & DEGREE OF PROFICIENCY</td><td></td><td></td></tr> <tr><td>9</td><td>EMPLOYMENT RECORD</td><td></td><td>(Starting with present position, list in reversed order every employment held and state the start and end dates of each employment)</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">From</th> <th style="width: 10%;">To</th> <th style="width: 15%;">Total Period in Years and Months</th> <th style="width: 10%;">Employer</th> <th style="width: 15%;">Position Held</th> <th style="width: 20%;">Description of Duties</th> <th style="width: 10%;">Detailed Projects/Tasks Assigned¹</th> <th style="width: 10%;">Work Undertaken²</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="2">Total Period in Years and Months</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Notes: 1. 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		NOTE: THE APPLICANT WILL FILL UP THE FORM NO. 5 FOR ALL THE KEY EXPERTS including ANALYST AS DEFINED/REQUIRED IN SECTION 2 of ITA.	<p>Certified that the contents of the above are verified and found correct.</p> <p>Sign and Seal of the authorized signatory of the Applicant with date.</p> <p>NOTE: THE APPLICANT WILL FILL UP THE FORM NO. 5 FOR ALL THE KEY EXPERTS including ANALYST AS DEFINED/REQUIRED IN SECTION 2 of ITA.</p>
11	Issuing Date & Time of RFP (Online)	From 18-11-2024 Hrs 11:00 Hrs to 20-12-2024 up to 11:00 Hrs	From 18-11-2024 Hrs 11:00 Hrs to 09-01-2025 up to 11:00 Hrs
12	Deadlines for submission of proposals	14:00 hours on 20-12-2024	14:00 hours on 09-01-2025
13	Opening of Technical Proposals	14:30 hours on 20-12-2024	14:30 hours on 09-01-2025
14	Pre-bid meeting Date & Time	15:00 hours on 28-11-2024 through online mode.	15:00 hours on 30-12-2024 through online mode. The VC link will be provided through Corrigendum
15	Clause -5 of Section - 1	<p>This RFP has been addressed to the following consultants:</p> <p>I. M/s Ernst & Young LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai - 400028</p> <p>II. M/s KPMG Advisory Services Pvt. Ltd, Building No. 10, Tower B, 8th Floor, DLF Cyber City Phase II, Gurugram, Haryana - 122002</p> <p>III. M/s PricewaterhouseCoopers Private Limited, Building 10, Tower C, 18th Floor DLF Cyber City, Gurugram, Haryana - 122022</p> <p>It is not permissible to assign this invitation to any other firm.</p>	<p>This RFP has been addressed to the following consultants:</p> <p>I. M/s Ernst & Young LLP, 14th Floor, The Ruby, 29 Senapati Bapat Marg, Dadar (West), Mumbai - 400028</p> <p>II. M/s KPMG Advisory Services Pvt. Ltd, Building No. 10, Tower B, 8th Floor, DLF Cyber City Phase II, Gurugram, Haryana - 122002</p> <p>III. M/s PricewaterhouseCoopers Private Limited, Building 10, Tower C, 18th Floor DLF Cyber City, Gurugram, Haryana - 122022</p>



			<p>IV. M/s McKinsey & Company India LLP 4 Echelon Industrial Area Sector-32, Gurgaon - 122001</p> <p>V. M/s Bain & Company India Pvt. Ltd. PLOT-C70, G block, Bandra Kurla Complex The Capital, 13th Floor, B Wing, Bandra (East) Mumbai, Maharashtra - 400051</p> <p>VI. M/s Boston Consulting Group (India) Private Limited DLF Cyber Park, 7th and 8th Floor, Tower C, Phase II, Udyog Vihar, Sector -20, Gurugram, Haryana - 22008</p> <p>It is not permissible to assign this invitation to any other firm.</p>
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Note:

1. The above clarification/modification/amendment shall be deemed to have effect, wherever applicable, in the Limited RFP document.
2. This Corrigendum shall also form part of the Limited RFP Document and all bidders are required to sign and submit the same.
3. All the other terms and conditions of the aforesaid Limited RFP document will remain unchanged.



Executive Director (CC & CPRO)

19/12/2024