



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

CORRIGENDUM-4

Date: 07-01-2025

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
5. Corrigendum – 3 dated 19-12-2024

With reference to the above-referred Limited RFP's, Pre-Bid meeting held on 30-12-2024 the clarifications/amendments are as follows:-

Sr No.	RFP Reference	Existing Clause	Clarification sought	Clarification
1.	Clause: 19 & 20 (c) Page nos.: 14 & 18	Technical Score: 700 marks Financial Score: 300 marks	This is a critical RFP for CONCOR. Selected consultant must have deep technical expertise, thorough understanding of the sector and expertise of undertaking similar works in India and globally. Accordingly, higher weightage should be given to the technical score. CONCOR is requested that QCBS be changed to the following to allow top-quality consultants to compete. <ul style="list-style-type: none"><li>• Technical Bid Score: 800 marks</li><li>• Financial Bid Score: 200 marks</li></ul> Few Precedence from Public Sector RFPs are as below: <ul style="list-style-type: none"><li>• Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation &amp; maintenance of Rolling Stock on PPP model for Bengaluru Sub-urban Rail Project issued by K-RIDE in 2021</li><li>• Consultancy services to unlock state budget potential issued by Finance Department, Govt of Karnataka in 2024</li><li>• Identify trends in RE and develop national strategy to drive RE growth issued by IREDA in 2022</li><li>• Maritime India Vision RFP issued by Ministry of Shipping in 2020</li></ul>	Limited RFP conditions shall prevail.
2.	Clause 19 (b) Page no: 14	(ii)(b) Work Experience of the experts in terms of No. of years: 160 marks	It is important to understand the expertise of handling similar projects by key personnel while interacting in the presentation.  Hence, kindly assign 50% of the key experts marks on the basis of their participation in the technical presentation. Scoring <ul style="list-style-type: none"><li>• 50% of the marks on the basis of number of relevant projects (project slabs remaining the same)</li><li>• 50% of the marks to participation and Q&amp;A with the expert/ key staff during the technical presentation</li></ul> Few cases for reference are as specified below <ul style="list-style-type: none"><li>a) G20 advisory RFP for Ministry of Tourism issued in January 2023</li><li>b) Strategic Transformation of GMDC issued in August 2021</li></ul>	Limited RFP conditions shall prevail.
3.	Clause 19 (b) Page no: 14	(ii)(b)(1) Team Leader cum Business Planning Expert	To comprehensively understand the global shipping and logistics market and bring best of international market knowledge and expertise, we propose that the Team Leader and Business Planning Expert should formally hold an international leadership position within the bidding entity (for ex: Global Practice area lead for Infrastructure or Maritime or Shipping), enabling the integration of best practices from across the world.  Kindly confirm.	Limited RFP conditions shall prevail.



4.	Clause 19 (b) Page no: 14	(ii)(b)(2) Shipping/Maritime Sector Expert	We understand that supporting a critical RFP of this nature requires a Shipping/Maritime sector expert with international experience in leading transformational projects, who holds a global position within the organization. Kindly confirm.	Limited RFP conditions shall prevail.
5.	Clause 19 (b) Page no: 14	(ii)(b)(3) International Logistics Expert	We understand that the International Logistics Expert will be a representative from the bidding entity, who holds a global position within the organization. Kindly confirm.	Limited RFP conditions shall prevail.
6.	Clause 11 (o) Page no: 50	Payment schedule	We propose a 10% variable payment of the total lump sum fee quoted linked to successful completion with seven (7) CXO-level personnel from potential strategic partners (international shipping liners or other maritime entities), ensuring the strategy's effectiveness and alignment with practical objectives. Kindly confirm.	Limited RFP conditions shall prevail.
7.	Clause: 21 Page no.: 18	Normalization of technical score	It is requested that normalization of technical should be done, as is the norm in public sector RFPs. Normalization process for technical scores: The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula: [St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of bidders under consideration]. This is a norm in all recent RFPs for central/ state Governments like a) Appointment of Consultant for Technical, Commercial, Legal, Financial etc. study and drafting the bid document for demonstrative project on Hyperloop / any other emerging transportation Technology issued in Indian Railways in 2024 b) Engagement of business consultant for Organization Restructuring issued by BHEL in 2023 c) Project Management Consultants for Implementation of Recommendations of Project Studies Executed by Ministry of Road Transport and Highways (MoRTH) issued in 2020 Accelerating Investment in India RFP by Invest India in 2019	Limited RFP conditions shall prevail.
8.	Appendix A Clause 12 (b) and Section 4 Terms of Reference Clause 12 (b) Page nos: 51 & 80	Indemnification	The indemnity obligations provided in these sections are very broad for the RFP stage. Therefore, we request these are deleted and at the contract award stage, parties agree to globally accepted indemnification clause for the Agreement.	Limited RFP conditions shall prevail.
9.	Appendix A Clause 12 (c) Section 4 Terms of Reference Clause 12 (c) Page nos: 51 & 80	Limitation of Liability	We suggest both terms "gross negligence" and "fraud or willful default" be defined for clarity.	Limited RFP conditions shall prevail.
10.	Page no: 56	Definitions	We suggest the sub-clause (a) be modified to cover any and all laws or regulations applicable to the Parties' respective businesses. With clarity in the definition, each Party would be responsible for compliance to laws and regulations applicable to it, i.e. like Consultant, CONCOR too shall be responsible for compliance with all laws and obligation applicable to CONCOR.	Limited RFP conditions shall prevail.
11.	Article III Sec 3.01 Page no: 58	Performance of the Services, standard of performance & Related Provisions	We are unclear about this ask of furnishing information to Government. Consultant is governed by laws and regulations of its own industry and are not in a position to commit to requirements beyond its capacity of a Service Provider.	Amendment issued





12.	Article III Sec 3.01 (I) Page no: 58	Interpretation	At the contract award stage, we would like to add that both parties mutually agree upon any interpretational issue.	Limited RFP conditions shall prevail.
13.	Clause: 3.01 (III) Page no: 59	Change in Constitution	Termination referred here and anywhere in the Contract Agreement to please be subject to a defined notice period and payment to Consultant till such termination.	Amendment issued
14.	Clause: 3.01 (IX) Page no: 59	Publication	We propose to add a mutual No-Publicity clause. Neither Party will make any public announcement nor press release regarding any proposal, nor any activities performed under it without the prior written consent of the other Party. Except as required by law, no reference may be made to Consultant in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution	Limited RFP conditions shall prevail.
15.	Clause: 3.01 (X) Page no: 59	Liability of Consultant to CONCOR	We understand this Contract would be for a period of 20 weeks. We would also like to add a clause for disclaimer of indirect/consequential damages and that liability for death and personal injury caused by negligence shall be uncapped.	Limited RFP conditions shall prevail.
16.	Clause: 3.01 (XII) Page no: 60	Obligation to indemnify the client	We propose to add a clause on disclosure of deliverables to a third-party. In case CONCOR shares Consultant's deliverables with third party, such deliverables of Consultant will be subject to third parties signing a non-reliance letter. Consultant can provide CONCOR with a copy of this form upon CONCOR's request. This would protect Consultant from risks of third-party claims based on reliance on the Consultant deliverables, which are prepared only for CONCOR organization.	Limited RFP conditions shall prevail.
17.	Section 3.01 (XIV) Page no: 61	Delays and Liquidated Damages	At this stage it is not possible for Consultant to accurately pre-estimate the loss CONCOR would suffer and that which triggers this LD clause. We would like to avoid this clause since Consultant will pay actual damages as determined by a court, but is at this stage not in a position to pre-agree on a penalty or damages proxy.	Limited RFP conditions shall prevail.
18.	Section 3.01(XVII) ) And Section 8.01 Page no: 61	IPR Rights and Ownership of Work product Computer Programs and Equipment	We would like to propose the inclusion of the language that allows Consultant to retain the pre-existing and underlying intellectual property to the extent embedded in the Deliverables. Applicant shall provide CONCUR a non-exclusive, non-transferable, non-sublicensable, fully paid right to use and copy any of the pre-existing IP forming part of the Deliverables, so as to enable CONCUR to use the Deliverables internally, in accordance with the Contract. We also found reference to Software which would need to be deleted from the final Contract Agreement.	Limited RFP conditions shall prevail.
19.	Article VII Page no: 64	Indemnity and Insurance	Once we get the award, we would like to discuss and propose amendments to the insurance covers that would be consistent with our standard practice and Consultant policies. Consultant does not disclose its coverage amounts; however, Consultant does agree that it shall maintain at its expense during the term of an agreement with client, legally required insurances as per Consultant policies and with deductible amounts that Consultant in its sole discretion believes to be appropriate for its business and to be consistent with the practices of similar consulting firms and for Consultant's performance of Services for client. The indemnity obligations provided in this section are very broad in nature. Therefore, we request that such a provision is mutually negotiated between parties at the time of award of contract. Specifically, we would like to call out that the indemnities should be restricted to third party IPR infringement claims only and the broad indemnities under 7.03 (a) and (b) are removed.	Limited RFP conditions shall prevail.
20.	Clause: 14.01 Page no: 68	Termination	We request following changes are accommodated to termination section: 1) Consultant to also have a right to terminate and 2) In case of all termination scenarios, Consultant to be paid for services and deliverables provided till date of termination and for expenditures incurred till such termination.	Limited RFP conditions shall prevail.



21.	Article XVI Section 16.0 and Section 3 Form 1A point 9 Page no: 69 & 24	Conflict of Interest	We would like to clarify that as a standard practice Consultant will not assign consultants who have worked with CONCOR to provide services to a direct competitor of CONCOR where the services to be provided are substantially similar to the Services, Consultant performs for CONCUR under the Contract Agreement. Consultant agrees that this restriction will last for 12 months from the conclusion of the individual's work with CONCUR on the Contract. This restriction will not apply to any senior professionals who serve as Consultant's practice area leaders ("PALs"), topic leaders, topic experts or advisors, including data scientists and Service Provider digital, analytical data or software developers. Involvement of an individual in the Contract will not preclude them from working for other clients in client's industry.	Limited RFP conditions shall prevail.
22.	Article XVII Section 17.01 Page no: 69	Confidential Information	We propose to make the confidentiality obligations mutually applicable. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under this contract	Limited RFP conditions shall prevail.
23.	Article XX Section 20.0 Page no: 70	Exit Clause	We request to add that Consultant to be paid for services and deliverables provided till date of such termination.	Limited RFP conditions shall prevail.
24.	N/A	Request for addition of new clause: Out of scope	At the contract award stage, we would like to add to the Contract Agreement a clause that Consultant will not be responsible for providing any fairness opinions or valuations of market transactions, or legal, regulatory accounting, or tax advice. CONCOR agrees that it will retain its own experts in these disciplines, as it deems necessary and shall ensure the deliverables meet are required legal, regulatory and its internal guidelines.	Limited RFP conditions shall prevail.
25.	-	-	Bid submission deadlines - We request the authority to kindly provide 2 weeks of extension in bid submission deadline from the date of publishing of pre-bid responses	Amendment issued
26.	-	-	Considering the core nature of the work, it is vital that the selected bidder shall be technically strong, hence, we request the authority to modify the QCBS evaluation methodology from 70:30 to 80 (Technical):20 (Financial)	Limited RFP conditions shall prevail.
27.	Clause - 19, Page - 15	-	Proposal evaluation- We request the authority to confirm if we have to provide the presentation for approach and methodology during the proposal stage or can the same be submitted at a later stage when bidder's will be called for the presentation?	Limited RFP conditions shall prevail.
28.	19(d)(2) Page-17	-	Timeline and minimum fees of key assignments - We request the authority to confirm the timeline and minimum fees required in submitting the key assignments to score full marks under the criteria.	Limited RFP conditions shall prevail.
29.	Form 2, Page - 28	-	We request the authority to confirm if we can use our standard template provided below for the Power of Attorney instead of Form-2. "POWER OF ATTORNEY I, [Name], the duly constituted [Title] of [Entity Name], [an entity] organized and existing under the laws of India (the "Company"), acting on behalf of the Company and being duly authorized to do so, do hereby nominate, appoint and constitute on behalf of the Company, [Name] (the "Attorney"), as the Company's true and lawful attorney in fact, to represent the Company in connection with the request for proposal for [name and number of project] by [name of client] (the "RFP"), and to execute and deliver for and on behalf of the Company the RFP documents and to comply with any other requirements connected to or arising from the RFP documents and/or the RFP process. The foregoing powers and authorities are to be performed and carried out in compliance with applicable laws and in accordance with the policies and practices of the Company. The Company shall have the power to revoke this Power of Attorney at any time. Termination of employment of the Attorney with the Company or its affiliates, as the case may be, shall be deemed an express revocation by the Company of this Power of Attorney as of the date of termination of the Attorney's employment."	Limited RFP conditions shall prevail.



In view of the above, the following Amendment 01 to 03 of the Limited RFP conditions are issued:

Amendment No.	Limited RFP Clause	Limited RFP Clause	Amended to read as
1	Section, 3.01 of Article- III of Section-5	The Consultant shall perform the services and carry out his obligations with due diligence and efficiency and shall furnish to the Government and the CONCOR such information related to the Services as the Government or the CONCOR may from time-to-time reasonably request.	The Consultant shall perform the services and carry out his obligations with due diligence and efficiency and shall furnish to the Government and the CONCOR such information related to the Services as the Government or the CONCOR may from time to time reasonably request. <i>If the Government under the law asks for any information from the consultant, the same has to be provided with under intimation to CONCOR</i>
2	Section 3.01(III) of Article -III of Section- 5	Consultant shall promptly notify CONCOR of any changes in the constitution of the Consultant. It shall be open for CONCOR to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/ partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of CONCOR. But in the absence of and until its termination by CONCOR as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners in addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement and likewise on the addition of a new partner, the latter will also become jointly and severally liable.	Consultant shall promptly notify CONCOR of any changes in the constitution of the Consultant. It shall be open for CONCOR to terminate the Agreement <i>after giving 10 days notice</i> upon death, retirement, insanity or insolvency of any person being the proprietor/ partner in the Consultant, or on the addition or introduction of a new partner managing the Project for the Consultant without the prior approval in writing of CONCOR. But in the absence of and until its termination by CONCOR as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners in addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement and likewise on the addition of a new partner, the latter will also become jointly and severally liable.
3	Issuing Date & Time of RFP (Online)	From 18-11-2024 Hrs 11:00 Hrs to 09-01-2025 up to 11:00 Hrs	From 18-11-2024 Hrs 11:00 Hrs to 21-01-2025 up to 11:00 Hrs
	Deadlines for submission of proposals	14:00 hours on 09-01-2025	14:00 hours on 21-01-2025
	Opening of Technical Proposals	14:30 hours on 09-01-2025	14:30 hours on 21-01-2025

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)

07/10/2025