

No.E(C) / F.59 / PD/ Effective Capacity / E 7289/2025 /D.3098

Date: 30.09.2025

To

All Bidders.

CORRIGENDUM - 4

Sub: Consultancy services for Effective Capacity Assessment of All Major Ports
by using a Standardized Methodology – Reply to the Pre bid Queries - reg.

Gentlemen,

With reference to the clarification sought by the Tenderers through E-Mail and discussion during Pre – bid meeting for the subject work held on **03.09.2025**, the reply to the queries / amendment to the Tender document is attached herewith.

2. The amendment and clarification along with enclosures will form part of the Tender document to be signed in all pages by the Tenderers and to be enclosed along with the Tender documents. The amendment and clarification are applicable to all corresponding clauses of the document wherever incorporated.

Sd/-
CHIEF ENGINEER

**NAME OF WORK: CONSULTANCY SERVICES FOR EFFECTIVE CAPACITY ASSESSMENT OF ALL MAJOR PORTS BY USING A
STANDARDIZED METHODOLOGY
REPLY TO PRE-BID QUERIES**

Sl.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
1.	1. INTRODUCTION -Clause 1.6- SCHEDULE OF SELECTION PROCESS -Page 8	Proposal due date or PDD- 18/09/2025 at 15:00 hrs.	We request the Authority to extend the Bid Submission date to at least 21 days post release of corrigendum	Kindly refer Corrigendum 4.
2.	INSTRUCTION S TO APPLICANTS GENERAL - Clause 11.4, Technical Proposal Page 16	If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may	We kindly request the client to allow substitution of key personnel in this clause as the proposed penalty of a 5-year debarment and potential cancellation of the consultancy, especially in cases where non-fulfillment arises due to unforeseen circumstances beyond the control of the individual or the firm (e.g., health emergencies, etc.).. We suggest following inclusions in the clause: • To allow for substitution of Key	Tender Clause stands.

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		also be liable to cancellation in such an event.	Personnel with equally qualified professionals, <ul style="list-style-type: none"> To allow substitution of key personnel with prior approval from the Authority 	
3.	INSTRUCTION S TO APPLICANTS GENERAL - Clause 28.1.5 (v)- Condition of Eligibility of Applicants - Page 37	Not Blacklisted: The Applicant should not be blacklisted by any Central Govt./State Govt./PSU/Govt. Bodies in India. (Appendix I: Form 16-Self-declaration).	We request the Authority to make the following changes to the clause: <i>"The Applicant should not be blacklisted by any Central Govt./State Govt./PSU/Govt. Bodies in India as on date. (Appendix I: Form 16 – Self-declaration)"</i>	Tender clause is clear and stands.
4.	SCHEDULE-2 - Clause 6.4- Liability of the Consultant - Page 67	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the	We respectfully request the client to cap the Consultant's liability to 1x of the consultancy fee (at an amount not exceeding the total consultancy fee), for any damage caused to third parties—whether by the Consultant or any person or firm acting on its behalf	Agreed. Kindly refer Corrigendum 4.

Sl.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		Agreement Value.		
5.	Clause 28.1.5 and Page No 36	Eligible projects shall mean (i) Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii) Infrastructure planning / design projects related to ports in India	We request that eligibility may be considered as fulfilling either category (i) or category (ii) , instead of requiring both, so as to ensure wider competition and fair participation of qualified Consultants.	Kindly refer Corrigendum 4.
6.	Clause 28.1.3 and Page 34	Relevant experience of applicant A1 Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	We request that the requirement of “simulation model” be removed, and that DPR preparation, Feasibility Studies, and Detailed Design Projects related to Ports be included under the relevant experience category, since these assignments comprehensively cover port planning, design, and operational assessment, aligning with the objectives of this consultancy.	Kindly refer Corrigendum 4.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
7.	Clause IV. Team Composition and Reporting: and Page 14, 15 and 16	Key Personnel 2) Port Planning Expert 3) Simulation Modelling Expert PhD in related subject (completed) will be given preference	We request that the clause regarding “PhD in related subject (completed) will be given preference” may kindly be removed, as professional experience and relevant project exposure should be considered adequate for evaluating the suitability of the experts.	Tender clause stands. Ph.D is only a preference and not a mandatory criteria.
8	2.1 Scope of Proposal: (Please refer Schedule-1) TERMS OF REFERENCE AND SCOPE OF WORK 1. Introduction: Pg.9	iii. Recognizing these limitations, simulation modeling – employing techniques like Discrete Event Simulation (DES), Agent-Based Modelling (ABM), or hybrid approaches – emerges as a significantly more robust and dynamic methodology. Simulation allows for the creation of a virtual port environment where complex operations, resource interactions, and the impact of stochastic events (like vessel arrival variability or equipment breakdowns) can be accurately modelled and analyzed. Leading global ports,	In addition to the mentioned, we recommend adding planning, scheduling & optimization modules as deliverables to improve the port handling capacities as well as to ensure continued enhancements in the delivered solutions due to the possibility of infrastructural developments and new equipments that are added to the port with passing time	The consultant shall carry out / consider all the necessary studies / factors accordingly such that the scope proposed by the Port shall be covered in all aspects.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		including Singapore, Rotterdam, and Los Angeles, have successfully leveraged simulation models to optimize critical parameters like vessel turnaround times, berth allocation strategies, and cargo handling efficiency, thereby improving productivity, reducing congestion, and enhancing resilience.		
9	Clause 28.1.3 Pg.34	The Parameters for evaluation criteria is prepared as under: A1 Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	We request to change it to the following since currently it is very restrictive for getting technically competitive bids and does not capture the capabilities of software or service provider who has done similar works in other material handling and movement sites: Experience of successfully delivering Projects of developing simulation models or planning/scheduling/optimization at Factories/Mines/Ports globally for capacity assessment / operations planning / cargo evacuation operations / equivalent and	Kindly refer Corrigendum 4.

Sl.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
			Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	
10	Clause 28.1.3 Pg.34 & 35	The Parameters for evaluation criteria is prepared as under: A2 Experience of delivering projects (completed) specifically involving simulation-based assessment or modelling of port operations, in last 7 years at ports.	We request to change it to the following since currently it is very restrictive for getting technically competitive bids and does not capture the capabilities of software or service provider who has done similar works in other material handling and movement sites: A2 Experience of delivering projects (completed) specifically involving simulation based assessment or modelling of Factories/Mines/port operations, in last 7 years at ports.	Tender clause stands.
11	28.1.5 Condition of Eligibility of Applicants: i. Technical Capacity Pg.36	The Bidder should have successfully completed at least three similar eligible projects in the last 7 years ending on the last day of month previous to the one in which proposals are invited. For instance, Work Completion Certificate along with work order / LoA from the Client	We request to change it to the following since currently it is very restrictive for getting technically competitive bids and does not capture the capabilities of software or service provider who has done similar works in other material handling and movement sites: Eligible projects shall mean (i) Projects of developing simulation models at	Kindly refer Corrigendum 4 for definition of Eligible Projects.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		<p>has to be furnished. In the absence of a completion certificate, a CA/SA certificate confirming 100% fee receipt may be submitted.</p> <p>Eligible projects shall mean (i) Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii) Infrastructure planning / design projects related to ports in India.</p>	<p>Factories/Mines/Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii) Infrastructure planning / design projects related to Factories/Mines/ports in India.</p>	
12	4. Scope of Work Pg. 45	E. Simulation Model Development, Testing, and Application: Develop the port simulation model using appropriate software and techniques (DES, ABM, or hybrid).	In addition to the mentioned, we recommend adding planning, scheduling & optimization modules as deliverables to improve the port handling capacities as well as to ensure continued enhancements in the delivered solutions in light of the infrastructural developments and new equipments that are added to the port with passing time	The consultant shall carry out / consider all the necessary studies / factors accordingly such that the scope proposed by the Port shall be covered in all aspects.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
13	F. Standardization, Dissemination, and Capacity Building: Pg. 46	Transfer the working simulation models (for VoCPA, DPA, PPA, JNPA) to the respective port authorities with support for at least one year.	We recommend adding the following for the long term benefit of the port authorities: 1) transfer of simulation model should also include transfer of software license to the ports authority for their later consumption and usage, and possible modifications of the models due to possibility of infrastructural developments and added equipment with passing time 2) the software license should be of perpetual type so that the ownership of the application, models and the data are solely under port authorities and not dependent on payment of future subscription charges and the software and models can be operated independent of the original provider	Kindly refer Corrigendum 4.
14.	IV. Team Composition and Reporting: A. Project Team (Key Personnel) 2. Port Planning	Master's in Engg. / Planning /Transport/ equivalent from a reputed institute PhD in relatedsubject (completed) will be given preference	Please clarify whether key personnel with extensive experience but without a PhD degree will still be considered.	Tender Clause stands. Ph.D is only a preference and not a mandatory criteria.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
	Expert and 3. Simulation Modelling Expert (Pg 15)			
15.	Cl. 28.1.5 Condition of Eligibility of Applicants i. Technical Capacity (Pg 36)	The Bidder should have successfully completed at least three similar eligible projects in the last 7 years ending on the last day of month previous to the one in which proposals are invited. For instance, Work Completion Certificate along with work order / LoA from the Client has to be furnished. In the absence of a completion certificate, a CA/SA certificate confirming 100% fee receipt may be submitted.	Most efficient and robust port facilities have been designed and operational for over 15 to 20 years. We respectfully request that experience credentials spanning up to this timeline be duly considered.	Tender clause stands.
16.	Cl. 28.1.5 Condition of Eligibility of Applicants i. Technical Capacity (Pg 36)	Eligible projects shall mean (i) Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii)	We kindly request that design projects related to ports worldwide be considered. Additionally, based on our understanding, the preparation of Feasibility and Pre-Feasibility Reports are standard consultancy services and widely recognized as valid credentials.	Kindly refer Corrigendum 4 for definition of eligible projects.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		Infrastructure planning / design projects related to ports in India.	We also request clarification on whether similar credentials for projects involving LNG ports, marinas, and commercial or non-commercial ports will be accepted.	
17	vii. Presence in India: (Pg:39)	In case Applicant is an international firm, registered outside India, the Applicant shall have presence / office in India. If not, the Applicant may tie up with a firm registered in India having experience of working on ports and maritime sector in India with Govt. sector clients to support in project as per ToR. For instance, Proof of office in India / Letter of Intent / Association with an Indian entity has to be furnished.	We are a global engineering consulting group with over seven decades of experience and a strong portfolio of achievements under a unified banner. To broaden the scope of participation, we kindly request that project credentials of parent and subsidiary entities operating under the same banner be considered. As a wholly owned Indian counterpart, we seek your support in recognizing these shared credentials.	If the bidder is a wholly owned subsidiary company and if they want to rely on work experience of its holding (Parent) company or another wholly owned subsidiary of the holding company then work experience of such holding company/subsidiary company, will be taken into account for the purpose of this bid, provided the bidder enters into a legally binding unconditional agreement with the holding company /subsidiary company, committing/giving undertaking of the holding/subsidiary company which shall be fully liable and responsible for the performance of the contract in all respects and the same shall be furnished along with the bid. Further

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				such holding company/ subsidiary company shall give a guarantee jointly and severally, to the Board members of V.O.Chidambaranar Port Authority making them liable for undertaking, the performance of the contract in all respects and the same shall be submitted along with the bid. The legally binding unconditional agreement with the holding company / subsidiary company shall be governed by the laws of the Country of India and any disputes will be settled in the manner as specified in the tender.
18.	Schedule of selection process, page 8	Proposal due date or PDD - 18/09/2025 at 15:00 hrs.	The scope of work is extensive and technically demanding, involving simulation modeling, multi-port analysis, and coordination across various stakeholders. An extension of three weeks will allow bidders to prepare a more comprehensive and competitive proposal, ensuring quality submissions aligned with the Authority's	Kindly refer Corrigendum 4.

Sl.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
			expectations. Current Deadline: 18/09/2025 Requested Extension: Till 09/10/2025	
19.	Condition of Eligibility of Applicants, page 36	ii. Financial Capacity The Bidder's average annual financial turnover during last three financial years (2021-22, 2022-23 & 2023-24) shall be at least Rs.4 Crore (INR). For instance, Audited financials / balance sheets for last 3 financial years or SA / CA certificate has to be furnished.	Considering the strategic importance and national scale of the assignment, we suggest raising the financial eligibility criteria to ₹50 Crores. This will ensure participation from firms with adequate financial strength and proven experience in handling large-scale infrastructure and planning projects, thereby enhancing the quality and reliability of consultancy services. Current Requirement: ₹4 Crores average annual turnover over the last three financial years Suggested Revision: ₹50 Crores average annual turnover. Considering that the lead member only has to qualify for 50% of this threshold, we feel that a 4 Crore requirement will be inadequate given the scale of this assignment. Also, we request that the number of parties in a JV be limited to 3.	Tender clause stands.

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20.	Evaluation of Technical Proposals, page 34	A. Relevant experience of the applicantA1. Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	Simulation modeling in port environments is a relatively new and emerging domain in India. Many technically qualified firms may not have direct port simulation experience but possess substantial expertise in modeling logistics hubs, intermodal terminals, and transportation systems. Broadening the criteria will encourage wider participation without compromising on technical capability. Current Requirement: Experience in simulation modeling specifically at ports Suggested Revision: Experience in 2 simulation modeling of logistics facilities and transportation systems in or near ports, and/or for port allied infrastructure.	Kindly refer corrigendum 4.
21.	28.1.3 A1 vs A2 The Parameters for evaluation criteria	A1: Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design	The difference between A1 and A2 is not clear. We would appreciate some clarification on the difference. Also, we would request your consideration to include port areas, and port allied infrastructure such as ICDs, CFSs, industrial areas near ports, etc. This is important as the	Kindly refer corrigendum 4.

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		<p>projects related to ports in India (completed) in last 7 years at ports.</p> <p>A2: Experience of delivering projects (completed) specifically involving simulation-based assessment or modelling of port operations, in last 7 years at ports.</p>	<p>operational concepts and fundamentals remain the same across similar facilities. Rather, we request VOC to evaluate the experience and credentials of the experts proposed.</p>	
22.	IV. Team Composition and Reporting: 1 Team Leader	should have experience of delivering at least 3 Projects of simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.	We would request you to extend the experience requirement to include simulation modelling for large infrastructure such as port access roads, airports, tunnels, expressways, traffic signals, logistics facilities, port-allied infrastructure.	Tender Clause stands.
23	IV. Team Composition and Reporting: 2 Port Planning Expert 4 Port Operations Specialist	should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent	<p>Both positions have the same requirement. Could you please clarify their envisaged roles?</p> <p>Below may be considered:</p> <p>Port Planning Expert - should have experience of delivering Port planning / traffic assessment and forecasting / capacity assessments.</p> <p>Port Operations Expert - should have</p>	Tender Clause stands.

Sl.No.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
			<p>experience of delivering projects related to port and yard operations, and logistics for port and allied facilities.</p> <p>Also, we would like to request that the education degree be broadened to include graduate in maritime studies, MBA, or similar since several port operations and planning experts come from diverse backgrounds.</p>	Tender Clause stands.
24	28.1.3 Evaluation criteria	Relevant experience of applicant	<p>Simulation modeling in port environments is a relatively new and emerging domain in India. Therefore, VOC would benefit by giving higher weightage to the approach and methodology rather than firm experience. Therefore, we request the following refinement:</p> <p>Current criteria: 40 marks for firm's past experience, and 20 marks for Approach & Methodology</p> <p>Suggested Revision: 20 marks for firm's experience, and 40 marks for Approach and Methodology</p>	Tender Clause stands.

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25	IV, Team Composition Railway Expert	Master's in Engg. / Planning / Transport / Logistics / equivalent from a reputed institute At least 10 years of experience in rail operations / delivering projects related to railway operations in ports / inland terminals / multi-modal logistics	We would like to request that the educational qualifications and experience for this be broadened to include graduate degrees in Civil, as well as post-graduate degrees in MBA or similar, since rail experts come from several educational background.	Tender Clause stands.
26.	1. INTRODUCTIO N -Clause 1.6- SCHEDULE OF SELECTION PROCESS - Page 8	Proposal due date or PDD- 18/09/2025 at 15:00 hrs.	We request the Authority to extend the Bid Submission date to at least 21 days post release of corrigendum	Kindly refer corrigendum 4.
27.	APPLICANTS GENERAL - Clause 4 D- Data Collection for Model Building and Validation:	Collect detailed operational and cargo-wise data necessary to build, calibrate, and validate the simulation model. This includes vessel turnaround times, berth occupancy, equipment productivity & availability, yard utilization, cargo dwell times,	We understand the data will be collected through existing reports and secondary reports provided by Port Authorities and would require no primary surveys or collection of data. Please confirm.	Port will provide the data available. Any additional data / surveys, if required, shall have to be collected / conducted by the consultant.

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	-Page 12	evacuation rates (modal split), throughput metrics, etc. Ensure data allows for separate assessment of capacities for different cargo types (Containers, Dry Bulk, Liquid Bulk, RoRo, etc.) and incorporates transshipment cargo handling.		
28.	APPLICANTS GENERAL - Clause 4 E. Simulation Model Development, Testing, and Application: Page 12	Develop the port simulation model using appropriate software and techniques (DES, ABM, or hybrid).	Please confirm if these techniques are finalized for developing a port simulation model or successful bidder can use their own techniques other than these for developing the models.	Port simulation models can be developed by appropriate software(s) & technique(s). Hence, the term “hybrid” is mentioned in the ToR.
29.	APPLICANTS GENERAL - Clause 4 F. Standardization, Dissemination,	Transfer the working simulation models (for VoCPA, DPA, PPA, JNPA) to the respective port authorities with support for at least one year.	For most simulation models are developed on software which is run on license mode rather than complete buy out mode. Therefore, we request the Authority to clarify if the consultant should also consider the costs of	Kindly refer corrigendum 4.

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	and Capacity Building: Page 12		transfer of license for a year in their financial proposal.	
30.	APPLICANTS GENERAL - Clause 6-Terms of Payment & Deliverables: Page 13	---	<p>Since the project scope includes the development of models for four ports, our understanding is that the quoted amount covers all four ports collectively. Accordingly, for each category of deliverable, the payment will be made on a unitary basis per port.</p> <p>Our understanding is that if work has been completed for two out of the four ports, the payment for the corresponding milestone should be calculated proportionally—i.e., each milestone amount will be divided by four, and payment will be released based on the number of ports completed under that milestone.</p> <p>We seek your confirmation on whether our understanding of the port-wise milestone-based payment approach aligns with your expectations.</p>	The payment will be made as per Clause 2.1, 6. Terms of payment & Deliverables. The corresponding milestone has to be completed for all the mentioned Major Ports, thereafter the corresponding payment will be released.

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31.	APPLICANTS GENERAL - Clause IV. A Team Composition and Reporting - Project Team (Key Personnel) Page 14	Team Leader: Professional experience- At least 15 years of experience in leading port planning / design / operations related projects Project Experience- Should have experience of delivering at least 3 Projects of simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.	We request you to consider experience in ports, airports and other logistics sector for the experience under professional and project experience as there are very few similar projects which has been executed in ports sector in India. Request you to modify the criteria as: Professional experience- At least 15 years of experience in leading port/ airport in planning / design / operations related projects Project Experience- Should have experience of delivering at least 3 Projects of simulation models at Ports/ Airports / Roads / Railways globally or domestically for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.	Tender Clause stands.
32.	APPLICANTS GENERAL - Clause IV. A Team	Simulation Modelling Expert Professional experience- At least 10 years of experience in delivering simulation modeling	We request you to consider experience in ports, airports and other logistics sector for the experience under professional and project experience as there are very few	Tender clause stands.

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	Composition and Reporting - Project Team (Key Personnel) Page 15	projects in port / maritime sector Project Experience- Should have experience of delivering Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent	similar projects which has been executed in ports sector in India. Request you to modify the criteria as: Professional experience- At least 10 years of experience in delivering simulation modeling projects in the ports or logistics sector Project Experience- Should have experience of delivering Projects of Port / Airports/ Rail / Road design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent	
33.	APPLICANTS GENERAL - Clause IV. A Team Composition and Reporting - Project Team (Key Personnel) Page 15	Railway Expert Professional experience- At least 10 years of experience in rail operations / delivering projects related to railway operations in ports / inland terminals / multi-modal logistics Project Experience- Should have experience of delivering	We request you consider experience of railways operations overall instead of specific experience in port sector. Request you to modify the criteria as: Professional experience- At least 10 years of experience in rail operations / delivering projects related to railway operations. Project Experience-	Tender Clause stands.

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		Projects of Port design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.	Should have experience of delivering Projects of Port/ Railway design / planning / capacity assessment / Port operations planning / cargo evacuation operations / equivalent.	
34.	INSTRUCTIONS TO APPLICANTS GENERAL - Clause 11.4, Technical Proposal -Page 16	If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.	We kindly request the client to allow substitution of key personnel in this clause as the proposed penalty of a 5-year debarment and potential cancellation of the consultancy, especially in cases where non-fulfilment arises due to unforeseen circumstances beyond the control of the individual or the firm (e.g., health emergencies, etc.).. We suggest following inclusions in the clause: •To allow for substitution of Key Personnel with equally qualified professionals, •To allow substitution of key personnel with prior approval from the Authority	Tender Clause stands.
35.	APPLICANTS GENERAL -Clause 28.1.5	Not Blacklisted: The Applicant should not be blacklisted by any Central	We request the Authority to make the following changes to the clause: <i>"The Applicant should not be blacklisted by</i>	Tender Clause is clear and stands.

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	(v)- Condition of Eligibility of Applicants – Form 16 and Form 2 Page 37 , Page 96, Page 114	Govt./State Govt./PSU/Govt. Bodies in India. (Appendix I: Form 16-Self-declaration).	<i>any Central Govt./State Govt./PSU/Govt. Bodies in India as on date. (Appendix I: Form 16 – Self-declaration)”</i>	
36.	APPLICANTS GENERAL - Clause 28.1.5 (vi) JV / Consortium: Page 37	In case of JV / Consortium, max. number of members shall not exceed 4. Further, the Lead Member must meet at least 50% of turnover & experience criteria as mentioned above. There must be a legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium.	Since the project involves various expertise from port planning, port operations, Simulation modelling, Simulation Software etc. we request to remove the 50% of experience criteria as mandatory for Lead Expert. Further, generally in India for bidding in projects companies form unincorporated JV for bidding for projects. We understand unincorporated JV will be allowed to bid for the project jointly. Please confirm.	Tender Clause stands. Unincorporated JV will be allowed to bid for the project. However, the consortium members shall enter a legally binding Joint Venture Agreement clearly stipulating the responsibilities and liabilities of the members of JV / Consortium. Format of JV agreement is enclosed. The filled in JV agreement

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				shall be uploaded in the “other documents” category in the CPP Portal.
37.	SCHEDULE-2 - Clause 5- Confidentiality - Page 66	The Firm would be required to retain its working papers for legal and professional regulatory purposes and thereby the confidential information that's contained in them would get retained.	We request the following addition to the Authority "The Bidder may retain such portion of the Confidential Information including its working papers that is required for compliance with its statutory, regulatory or professional conduct obligations"	Tender clause is clear and stands.
38.	SCHEDULE-2 - Clause 6.4- Liability of the Consultant - Page 67	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.	We respectfully request the client to cap the Consultant's liability to 1x of the consultancy fee (at an amount not exceeding the total consultancy fee), for any damage caused to third parties—whether by the Consultant or any person or firm acting on its behalf	Agreed. Kindly refer Corrigendum 4.
39.	SCHEDULE-2 - Clause 15.2 Deployment of Personnel Page 71	---	We understand there will be no full-time deployment of personnel at any of the ports. Please confirm.	Yes. The personnel shall be deployed as and when required for completion of subject consultancy service and to make presentation before the management for each Port separately.
40.	SCHEDULE-2 - Clause 15.3.3.	The Authority expects all the Key Personnel specified in the Proposal	The payment terms are delivery based so we understand there will be no reduction of fees	Tender clause stands.

SI.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
	Substitution of Key Personnel Page 72	to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 2% (two per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 5% (five per cent) of the	for any substitution of Key Personnel. Please confirm	

Sl.N o.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		total remuneration specified for the Key Personnel who is proposed to be substituted.		
41.	SCHEDULE-2 - Clause 18.1.1. - Performance Security Page 75	The Authority shall retain by way of performance security (the "Performance Security"), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 18.2 herein. Further, A sum @ 10% of the gross amount of the bill shall be deducted from each Running Bill of the Contractor till the sum will amount to Security Deposit of 5% of the tendered value of the work. Both Performance Security and Security Deposit shall be returned to the Consultant at the end of 3 (three) months after the	Given that the Performance Security already serves the intended purpose of ensuring contractual compliance and risk mitigation, we kindly request the Authority to consider waiving the additional Security Deposit requirement.	Tender clause stands.

Sl.No.	Tender Clause & Page No.	Tender Conditions	Queries by the Bidder	Clarification / Amendments by the Port
		expiration of the Agreement as per the T&C of the agreement. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.		
42.	SCHEDULE-2 - Clause 18.2.2. - Liquidated Damages for delay Page 75	In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% of the Agreement Value per week, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.	We request the Authority to limit the LD to 0.5% of the Agreement value per week, subject to a maximum cap of 5% (five percent) of the Agreement Value.	Tender clause stands.

CORRIGENDUM 4

**NAME OF WORK: CONSULTANCY SERVICES FOR EFFECTIVE CAPACITY ASSESSMENT OF ALL MAJOR PORTS BY USING A
STANDARDIZED METHODOLOGY**

Sl.No	Reference	Existing clause	To be read as
1.	1. INTRODUCTION - Clause 1.6- SCHEDULE OF SELECTION PROCESS -Page 8	Proposal due date or PDD- 18/09/2025 at 15:00 hrs.	Proposal due date or PDD - 13/10/2025 at 15:00 Hrs. Opening of proposals (Technical) – 14/10/2025 at 15:30 Hrs.
2.	SCHEDULE-2 - Clause 6.4- Liability of the Consultant - Page 67	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.	This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.
3.	Clause 28.1.3 and Page 34	Relevant experience of applicant A1 Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent and Infrastructure planning / design projects related to ports in India (completed) in last 7 years at ports.	Relevant experience of applicant A1 Experience of successfully delivering Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations / equivalent.

SI.No	Reference	Existing clause	To be read as
4.	28.1.5 Condition of Eligibility of Applicants: i. Technical Capacity Pg.36	Eligible projects shall mean (i) Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent. (ii) Infrastructure planning / design projects related to ports in India.	Eligible projects shall mean Projects of developing simulation models at Ports globally for capacity assessment / Port operations planning / cargo evacuation operations/equivalent.
5.	F. Standardization, Dissemination, and Capacity Building: Pg. 46	Nil	<ol style="list-style-type: none"> 1. The consultant shall transfer the software license to the Port authorities for their later consumption and usage, and possible modifications of the models due to possibility of infrastructural developments and added equipment with passing time. 2. The software license shall be of perpetual type so that the ownership of the application, models and the data are solely under Port authorities and not dependent on payment of future subscription charges and the software and models shall be operated independent of the original provider
6.	2.4 Expiration of Agreement: Pg. 57	Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 24 (twenty four) months from the date of commencement of contract. Upon Termination, the Authority shall make	Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of contract period as mentioned in clause 2.1. 6 of Section 2 of

SI.No	Reference	Existing clause	To be read as
		payments of all amounts due to the Consultant hereunder.	Tender or as extended by the Authority. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.
7.	28.1.5 Condition of Eligibility of Applicants: vi. JV / Consortium Pg.36	In case of JV / Consortium, max. number of members shall not exceed 4. Further, the Lead Member must meet at least 50% of turnover & experience criteria as mentioned above. There must be a legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium.	In case of JV / Consortium, max. number of members shall not exceed 4. Further, the Lead Member must meet at least 50% of turnover & experience criteria as mentioned above. There must be a legally binding agreement clearly stipulating the responsibilities and liabilities of the members of the JV / Consortium. The duly filled in JV agreement shall be uploaded in the “other documents” category in the CPP Portal or along with any other documents. Format of JV agreement is enclosed.

...

Joint Venture Agreement

(To be executed on Stamp paper of Rs 500/-)

THIS JOINT VENTURE AGREEMENT is entered into on this the day of 20...

AMONGST

A. Limited, a company incorporated under the Companies Act, 1956/2013* and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

A. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

A. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}^{\$}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH}

PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) V.O. Chidambaranar Port Authority , established under the Major Port Authorities Act, 2021, represented by its Chairman and having its principal offices at (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its RFP NIT No. 03/ PD/EFFECTIVE CAPACITY/2025-26/D. 2786 Dated:28.08.2025 for engagement of Consultancy services for Effective Capacity Assessment of All Major Ports by using a Standardized Methodology

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the bid document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the bid document that the members of the Consortium shall enter into a Joint Venture Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the bid document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their

Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall have the same shareholding percentage till the completion of the study for performing all its obligations as the consultant in terms of the Contract Agreement for the Project.

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the bid document..

5. Shareholding in the Consortium

- 5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter

documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its

obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force until completion of the study if the project is awarded to the consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint venture Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf
FOURTH PART

(Signature)
(Name)

(Designation)
(Address)

(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Venture Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Venture Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.