



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)

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**ADDENDUM No. 2 Dated 28/01/2021**

**Addendum/Amendments to the RFP for  
Development of Logistic Parks/ Freight Terminals/ Parcel Terminals and their  
connectivity with DFC stations through private investment**

RFP No.: HQ-OPBD0BD(PROC)/7/2020-O/o GGM/BD/DFCC, Dated 30.11.2020.

S. No	Reference		Amendment to the bidding document
	Bidding document RFP)- Clause/Section, etc.	Paragraph/clause or sub-paragraph/sub-clause no. etc.	
1	Section 1, Sr.No.8	Bid Security: INR <b>10 lakhs</b> in the form of Demand Draft shall be drawn in favour of Dedicated Freight Corridor Corporation of India Ltd and payable at New Delhi or electronic cash transfer or unconditional Bank Guarantee or e-BG of equivalent amount, issued by any Scheduled Bank of India. The beneficiary of the Bid security BG shall be Dedicated Freight Corridor Corporation of India Limited. The Bid security shall be valid for 28 days beyond the Proposal Validity period (as defined at S.No.6 above). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.	Bid Security: <u>INR 25 lakhs</u> in the form of Demand Draft shall be drawn in favour of Dedicated Freight Corridor Corporation of India Ltd and payable at New Delhi or electronic cash transfer or unconditional Bank Guarantee or e-BG of equivalent amount, issued by any Scheduled Bank of India. The beneficiary of the Bid security BG shall be Dedicated Freight Corridor Corporation of India Limited. The Bid security shall be valid for 90 days beyond the Proposal Validity period (as defined at S.No.6 above). The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.
2	Section 3 Clause 3.6	Bid Security: (i) As a security deposit, a sum of Rs 10 Lacs will be required to be submitted via electronic cash transfer or unconditional e-BG or original unconditional BG or Demand Draft shall be submitted by each bidder for each bid/ location separately.	Bid Security: (i) As a security deposit, a sum <u>of Rs 25 Lakh</u> will be required to be submitted via electronic cash transfer or unconditional e-BG or original unconditional BG or Demand Draft shall be submitted by each bidder for each bid/ location separately.

3	Section 3 Clause 3.3 (b) xxiii	Additional clause	Composition of JV can be modified with no change in lead member. Replacement of any member in JV will only be allowed if the new member have equal or better qualification, experience, financial capability and turn-over than the existing member. The re-constituted firm/JV/Consortium should fulfil the selection criteria and terms & conditions given in regard of formation of JV/Consortium or for a single applicant in the RFP. All these criteria will be evaluated at the time of any request for changing composition of JV. Change of Lead member can be considered either in case of merger or acquisition of company. JV/Consortium members (other than lead member) who have not been considered in evaluation criteria for selection, may be allowed to exit JV/Consortium after completion of exclusivity period. Resolution and commitment of the JV/Consortium for re-allocating the role and liabilities of the exiting members within the JV/Consortium will be needed.
4	Section 4 Clause 4.2.5	Station <b>Exclusivity</b> :- License for Connectivity with a particular station of DFC , will be awarded to only one Private Freight Terminal for ten years from the date of commissioning (COD) of a Terminal. After the completion of this period, any additional license to any other person may be awarded for this particular DFC station.	Station <b>Exclusivity</b> :- (i) License for Connectivity with a particular station of DFC, will be awarded to only one Private Freight Terminal for eight years from the Date of Award of Contract for development and operation of PFT. Gestation period is included in this Exclusivity period. This eight years duration will not extend due to extension of gestation period. Early completion of Construction of PFT will authorize the TMC to start operation, but the overall period of the exclusivity will not go beyond eight years from LOA. (ii) After the completion of this period, any additional license of PFT to any other person may be awarded for this particular DFC station following transparent procedure for selection. (iii) DFCCIL may develop any Goods Shed/Freight Terminal based on requirement on its system. (iv) Applicants are required to declare the cargo type which they do not want to handle. In such cases PFT may be allowed to be developed for such cargo by any

			<p>other applicants during exclusivity period. Further, if a PFT is not dealing any cargo type, a new PFT applicant may be allowed to deal such cargo connecting with the same serving station during exclusivity period.</p> <p>v) Other than PFT (Private sidings, Port Sidings, DFC sidings/terminals, Goods sheds of IR/DFC etc.) can be connected and operated through the station at which a PFT has been awarded under this RFP, even during exclusivity period.</p> <p>vi) No other PFT/ICD will be allowed connectivity at a particular station during exclusivity period. After 8 years (after exclusivity period is over) any other ICD/PFT will be allowed for connectivity.</p>
5	Section 4 Clause 4.2.10	Additional clause	Existing ICD presently not connected with rail head can also participate in this tender. Such participant/s will get the priority similar to participants owning land as mentioned in Clause 5.2.3 (b) of Section 5 in the RFP.
6	Section 5 Clause 5.2.3 (b)	In case there are more than one eligible bidders for a particular station/location (fulfilling the eligibility criteria defined in para 5.2.2 above), the Terminal License shall be awarded to the bidder having highest average annual turnover in terms of para 5.2.2 (i) above.	In case there are more than one eligible bidders for a particular station/location (fulfilling the eligibility criteria defined in para 5.2.2 above), the Terminal License shall be awarded to the bidder who have already possession of minimum 4 HA land at the location. This land should be in ownership of Applicant/JV members or Leased in the name of applicant/JV members for minimum 35 years. No General Power of Attorney will be considered for ownership of the land. If more than one bidder has 4 HA land or above available then the bidder will be considered for award of contract having highest average annual turnover in terms of para 5.2.2 (i) above for a particular station/location. Further, more land as per requirement will be acquired by bidder in contiguity as required for terminal and for connectivity.
7	Section 6 – Clause 6.37	Additional clause	A PFT under this RFP will be common user facilities and cargo (Dry/Bulk/Break Bulk), containerized or non-containerized will be dealt without discrimination of customer/operator.

8	Section 6 – Clause 6.38	Additional clause	Land should be in possession of bidder either in shape of ownership or lease hold for a period not less <b>than 35</b> years from date of award of contract.
9	Enclosure – 6	Additional enclosure – List of In-Principle Approval (IPA) holders PFT/Siding owners.	Attached herewith as enclosure -6.
10	Form 6: Bank Guarantee for Bid Security Para (1)	..... in terms of Clause 3.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of <b>Rs. 10 lakh</b> (Rupees Ten lakh Only) (hereinafter referred to as the “Guarantee”) ...	..... in terms of Clause 3.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of <b><u>Rs. 25 lakh</u></b> ( <b><u>Rupees Twenty five lakh</u></b> Only) (hereinafter referred to as the “Guarantee”) ...
11	Form 6: Bank Guarantee for Bid Security Para (13)	For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs 10 Lakh (Rupees Ten lakh only).	For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to <b><u>Rs 25 Lakh (Rupees Twenty five lakh only)</u></b> .
12	Para 4 of Form 6	This Guarantee shall be irrevocable and remain in full force for a period of 240 (Two hundred Forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.	This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid. The Bid security validity period is 90 days beyond the proposal validity period (Proposal validity period is 90 days from proposal submission deadline).
13	Form 2 Additional Para 10	FORM OF DECLARATION Additional Para 10	It is hereby to declare that following cargo type will not be handled at the PFT by us (if nil, please mentioned as NIL). 1) ..... 2) .....  If any cargo type is not handled at the PFT awarded under this tender, the same cargo

			type may be allowed to a new PFT applicant during exclusivity period.						
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(i)	Sr.No.3 of Check list,	Annexure-3 ANNUAL TURNOVER, NET WORTH AND PROFIT OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS	Annexure-3 ANNUAL TURNOVER AND NET WORTH OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS						
(ii)	Sr.No.3 of clause 3.10	<table border="1"> <tr> <td>3</td> <td>Annual Turnover, Net Worth and Profit&amp; Loss statement &amp; other details of the Firm for the last three Financial Years</td> <td>Annexure 3</td> </tr> </table>	3	Annual Turnover, Net Worth and Profit& Loss statement & other details of the Firm for the last three Financial Years	Annexure 3	<table border="1"> <tr> <td>3</td> <td>Annual Turnover and Net Worth of the Firm for the last three Financial Years</td> <td>Annexure 3</td> </tr> </table>	3	Annual Turnover and Net Worth of the Firm for the last three Financial Years	Annexure 3
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(iii)	Clause 5.2.2 (iii)	<p>(iii) The Firm should be profit making in the last three financial years.</p> <p><i>(In case of JV/Consortium: Regarding (i) &amp; (ii) above, the Turnover &amp; Net Worth of only those members whose share is more than or equal to 26%, will be added. Regarding (iii) above, all members of JV shall be profit making)</i></p>	<p>Deleted.</p> <p><del>iii) The Firm should be profit making in the last three financial years</del></p> <p><i>(In case of JV/Consortium: Regarding (i) &amp; (ii) above, the Turnover &amp; Net Worth of only those members whose share is more than or equal to 26%, will be added. deleted para - Regarding (iii) above, all members of JV shall be profit making)</i></p>						
(iv)	Annexure 3	<p>Title : ANNUAL TURNOVER, NET WORTH AND PROFIT OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS</p> <p>Sr. No.7 of this annexure - Profit making in the last 3 years (2016-17, 2017-18, 2018-19) or (2017-18, 2018-19, 2019-20)</p>	<p>Title : ANNUAL TURNOVER AND NET WORTH OF THE FIRM FOR THE LAST THREE FINANCIAL YEARS</p> <p>Sr.No.7 has been deleted from Annexure 3.</p>						

Enclosure- 6

<b>List of upcoming project connectivity to DFC for which In-Principle Approval has been issued.</b> (Station exclusivity clause will not be applicable to these terminals)		
S. No.	Siding	Connectivity with DFC station
<b>Private Freight Terminals (PFT) -</b> These will connect with given station against each PFTs.		
1	Pristine Logistics	New Rewari
2	Navkar PFT	New Gholwad
3	CONCOR - Varnama	New Makarpura
4	CONCOR – Swarupganj	New Swarupganj
5	CONCOR – Kathuwas	New Ateli
6	CONCOR -Dadri	New Dadri
7	DMIC IITGNL - Dadri	New Dadri
8	DMIC Haryana MMLH -Nangal Choudhary	New Dabla
9	CONCOR - Phulera	New Phulera
<b>Private sidings (PS) -</b> These will connect with given station against each Private sidings		
1	J K Lakshmi Cement	New Banas
2	Ultratech Nathdwara (earlier Binani) Cement Siding	New Keshavganj
3	Shree Cement Siding	New Bangurgram
4	Nabha Power Ltd	New Sarai Banjara
5	Meja Thermal power	New Unchdih
6	AMTEK (now proposed AMZEN) Siding	New Sadhugarh
7	BPCL - POL siding MGS	New Mughalsarai
8	Jawaharpur Thermal Power Plant (NOC only)	New Barhan (New station)
<b>Port/River port -</b> These will connect with given station against each Ports.		
1	MMLT near Varanasi (IWAI)	New Jeonathpur
2	Jawaharlal Nehru Port	New JNPT