

Sub : Clarifications/ Reply to Pre-Bid queries received in response to the RFP for "Consultancy Service for market survey to assess the potential for rail and non-rail cargo, minimum rail infrastructure and value-added services required including Drafting of Business Plan for MMLP at New Kanpur over EDFC"

Ref : RFP No. HQ-OPBD0BD(CS)/1/2025 dated : 11.07.2025.

1.0 ASCELA Advisor PVT.Ltd. (TOC - 109-113)

S. No.	Clause	Changes/Clarification asked	Reply of Queries
1.1	FORM TECH2	Whether association of firms coming together to represent as one entity in the form of Joint Venture / consortium or sub-consultancy is permitted or not. This arrangement can facilitate bringing specific expertise from multiple entities for the benefit of the project assignment. Presently, there is mention of the Joint venture only in the FORM TECH-2 but it is not mentioned anywhere else in the main NIT or Instruction to bidders (ITB) section.	Please see the list of eligible firms is available at <u>Clause No. 1.2(i)</u> of Section V.
1.2	<u>clause 4.1 of section IV</u> of RFP	We request authority to kindly clarify if primary surveys (traffic, stakeholder surveys etc.) are necessary for collection of suitable data for assessment of rail / non-rail cargo potential for the MMLP project.	As per scope of work (Item 1 under <u>Clause 4 of Section IV</u>), a comprehensive study and market survey is to be undertaken.
1.3	<u>clause 4.5 of section IV</u> of RFP	We understand that from land use terms, the authority means zoning / categorisation of different types of land uses inside MMLP like Core infrastructure components with logistics functions (rail yard, container terminal, warehouses, custom bonded zone etc.), Value added zones, allied infrastructure like weighbridges, maintenance shade etc. and utilities and green spaces. We understand that the consultant must suitably propose the optimum mix of above features for maximum economic gain for the authority by referring to LLP and GCT policies and provisions. We request authority to kindly provide confirmation on the above understanding in addition to any other requirements.	As per scope of work (<u>Item 4 under Clause 4 of Section IV</u>), consultant to suggest land parcel required for development of MMLP considering the minimum necessary rail infrastructure and value-added services required for rail & non-rail based cargo. On the basis of these suggestions, land use terms and chargeable lease rentals to be proposed by consultant (as stipulated in Item 5 under <u>Clause 4 of Section IV</u>). Hence, in light of

			the RFP the interpretation by the firm is admissible.
1.4	<u>clause 4.8 of section IV of RFP</u>	We understand that by the tenure for MMLP development, the authority means the duration for phase-wise development of MMLP, which included introduction of various facilities in the MMLP over the future years. We request authority to kindly provide confirmation on the above understanding in addition to any other requirements.	As per <u>clause 4.8 f section IV of RFP "To suggest tenure for MMLP development contract with justification"</u> . Therefore, Consultant may suggest tenure for MMLP development contract, keeping in view the profitability, ROR of the MMLP and with optimum economic benefits.
1.5	<u>clause 5.2 of section IV of RFP</u>	<p>The effective time for submission of KD-2 as per the document is 15 days. The scope of work covered under KD-2 is very comprehensive given the site visit, market surveys and other activities included in this, its impossible to complete the work in 15 days. Its required at least 1.5 to 2 months to complete the KD-2.</p> <p>We kindly request authority to:</p> <ol style="list-style-type: none"> 1. Either break the KD-2 into two parts as KD-2A and KD2B and include half of the scope in each of the parts to be submitted at T+40 days and T+ 70 days respectively. 2. Or kindly increase the timeline of submission of KD-2 to T+ 70 days (2 months added after submission of inception report). 	Period of contract is specified as two months (<u>Clause 2.1 of Section III and clause 6 of Section IV</u>), and the scope of work is divided into activities considering the time required to complete them. At this stage no change in period of contract or timeline for Key Deliverables is agreed.
1.6	<u>clause 7.1.6 of section IV of RFP</u>	<p>As per the objective of the assignment, the policy framework and business plan need to be prepared for the MMLP. However, the key activities related to policy framework to be undertaken by the legal expert is not very clear from the scope of work. We request authority to kindly clarify the roles and expectations of the legal expert for this assignment.</p> <p>As discussed in the pre-bid meeting, we also request authority to replace the position of legal expert with that of the traffic demand assessment expert, which has significant role in the assignment.</p>	Legal Expert will bring in the legal perspective and compliance of Regulations and policies by State/ Central Government and Ministry of Railways with regard to Land Licensing and other components mentioned in Scope of work, with regard to the suggestions by consultant keeping in view of the strategic importance of this project for DFCCIL.

1.7	<p><u>Clause 1.2 (a) and 1.2(b) of section V of RFP</u></p>	<p>1. We request the authority to kindly consider an exemption from the turnover requirement for DPIIT-registered startups and registered MSME. Our organisation is a DPIIT-recognised startup and is a registered MSME as stated above, while we may not meet the specified turnover threshold, we have demonstrated capabilities through several successfully completed projects in multimodal logistics assessment, port connectivity, and railway infrastructure strategy. We assure you of our strong qualifications and readiness to deliver on this project effectively</p> <p>2. We request the authority to kindly consider a reduction in the required years of experience from 10 to 7 years, specifically for DPIIT-registered startups. Our firm has over 7 years of focused experience in logistics and transportation strategy, including engagements with public and private sector clients, as well as multilateral institutions. Our portfolio includes multiple complex assignments aligned with this project's scope, particularly in multimodal logistics planning and railway-linked infrastructure. We believe this experience demonstrates our capability to meet and exceed the project expectations.</p>	<p>Exemptions granted to firms recognised by DIPP as startup firms are extended in this tender vide <u>Clause 7 of Section III</u> is as per the guidelines of DIPP. Therefore, it is not desirable to make any change in the experience of applicant firm, keeping in view the strategic importance of this project for DFCCIL.</p>
1.8	<p><u>Clause 5.2 of section IV of RFP</u></p>	<p>Based on the volume of information submitted and scope of work covered, KD-2 is to be considered as standalone report deliverable. We propose a revision of the payment schedule to more accurately reflect the effort involved at each stage:</p> <p>Key Deliverable 1 – 15% Key Deliverable 2 – 40% Key Deliverable 3 – 25% Key Deliverable 4 – 20%</p> <p>This suggested structure better aligns with the workload and effort intensity across phases, particularly as Deliverable 2 will comprise the bulk of the research, analysis, and preliminary recommendations.</p> <p>We request authority to kindly agree on the above proposed payment schedule.</p>	<p>Timeline for Key Deliverables and payments on completion of the KDs are commensurate with the activities required to be done under respective KDs. Hence, no change is required in this regard.</p>

2.0 **M/s RITES Ltd. (TOC - 165-168)**

S. No.	Clause	Changes/ Clarification asked	Reply of Queries
2.1	<u>Clause 6 of section IV of RFP</u>	<p>The scope involves extensive projections of rail and non-rail cargo traffic, year wise revenue estimations, and detailed techno-commercial-financial viability analysis over a 30–35-year horizon. Considering the comprehensive nature of these tasks, we request that the contract period be extended from 2 months to a minimum of 4 months to ensure quality and accuracy.</p> <p>Suggested Clause : Period of Contract : A period of 04 (Four) months from the date of commencement of the work will be granted.</p>	<p>Period of contract is specified as two months (Clause 2.1 of Section III and clause 6 of Section IV), and the scope of work is divided into activities considering the time required to perform them. At this stage no change in period of contract is agreed. As per clause 7.2(viii), consultant may deploy more resources.</p>
2.2	<u>Clause 5 of section IV of RFP</u>	<p>S.N. Key Deliverable Timeline - Payment %age</p> <p>1. Key Deliverable – 1 - T + 15 days - 30% Inception Report</p> <p>2. Key Deliverable – 2 - T + 90 days - 30% Key Deliverable – 3 - T + 150 days - 30% 3. Draft Report</p> <p>4. Key Deliverable – 4 - T + 180 days - 10% Final Report</p>	<p>Please see reply to Query at S.No. 1.8.</p>
2.3	<u>Clause 1.2(ii) (b) Section-V of RFP</u>	<p>It is request that the average annual turnover requirement be revised from INR 12.6 Cr. to at least INR 100 Cr. during any three of the last five financial years. This revision will help ensure participation from reputed firms with a strong financial foundation and proven capability to handle large-scale, high-impact assignments in line with the project's strategic importance.</p> <p>Suggested Clause : The firm should have average annual turnover of at-least INR 100 Cr. during any three financial years of immediate last five financial years prior to the date of issuance of Notice Inviting Tender.</p>	<p>Average annual turnover requirement for the present work is assessed on the basis of guidelines of DFCCIL for the present work, hence no change is agreed.</p>
2.4	<u>Clause 7.1 of Section IV - Desirable Criteria – 2 of RFP</u>	<p>It is requested that the requirement of Doctorate (PhD) qualifications be reconsidered. PhD holders are typically more oriented towards academic and research roles, which may not align directly with the practical and delivery-focused nature of this assignment. We suggest replacing the criterion with qualifications such as MBA or professional certifications in project management, which are more relevant and suited to the execution of the project scope.</p> <p>Suggested Clause : 1.1 Doctorate (PHD) in Transport Economics/ Transport Management/ Marketing</p>	<p>Doctorate (PhD) is a desirable qualification to add more value to report on Key Deliverables. Hence, this provision is incorporated in the RFP.</p>

		Management or MBA in Transport Economics/ Transport Management/ Marketing Management/ Finance /Infrastructure management	
2.5	<u>Clause 7.1</u> <u>Section-IV</u> of RFP- Desirable Criteria – 2	Suggested Clause: 2.1 Doctorate (PHD) in Civil Engineering or Architecture or MBA in Transport Economics/ Transport Management/ Marketing Management/Finance /Infrastructure management	Doctorate (PhD) is a desirable qualification to add more value. Hence, this provision is incorporated in the RFP.
2.6	<u>Clause 7.1</u> <u>Section-IV</u> of RFP- Desirable Criteria – 2	Suggested Clause: 5.2 LLM with 8+ years of experience of working with Central govt./State Govt./Public Sector	Desirable work experience is incorporated to bring in the much-experienced experts. Hence, this provision is incorporated in the RFP.
2.7	<u>Clause 5.3</u> of <u>Section-V</u> of RFP -Similar Assignments	With reference to eligibility criteria point (a), (b), and (c), we wish to highlight that policy formulation, bid document preparation, and engineering feasibility studies are typically treated as distinct assignments due to their differing nature and potential conflict of interest. It is not an industry norm for a single consultant to undertake all three components within the same project. We therefore request that point (a) be relaxed to allow wider participation from qualified firms specializing in either policy or engineering domains. Suggested Clause: (a) Preparation of Feasibility/ Pre-Feasibility Study/ Detailed Project Report for any Ministry under Government of India or PSU or any Department under State or Central Government. (b) Preparation of Standard Bid Document for any Ministry under Government of India or PSU or any Department under State or Central Government and Project Management Consultancy/Independent Engineer//Quality Assurance Infrastructure Health monitoring/Operation and Maintenance Consultancy for construction/development of Private Siding/ PFT/ MMLP/ Freight Terminal/ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub etc.	The primary objective is to suggest key points for formulation of a policy framework and a comprehensive business plan for the development of the MMLP. Hence, the criterion of similar assignment is kept in Clause 5.3 of Section IV, hence the provision is essentially required for the work.

3.0 **M/s DELOITTE Touche Tohmatsu India LLP (TOC - 123-133)**

S. No.	Clause	Changes/Clarification asked	Reply of Queries
3.1	<u>Clause 6 of section IV of RFP</u>	The consultancy assignment is expected to be completed in 2 months, with major outputs like market survey, traffic projections for 30-35 years, financial analysis, and business plan delivery in 25 days. We humbly request for extension of timeline to 3-4 months.	Please see reply to Query at S.No. 2.1.
3.2	<u>Clause 3 of section IV of RFP</u>	The RFP states that a key objective is to assist in formulation of a policy framework for MMLP development, however scope and deliverables appear project specific which only includes business plan for MMLP. We would request clarity if the consultant were expected to produce a separate draft policy framework beyond business plan.	Scope of work is self-explanatory, and the key inputs required for policy formulation have been clearly spelt out in the RFP. Hence, a separate draft policy framework beyond TOR is not required.
3.3	<u>Clause 5.2 of section IV of RFP</u>	We would like to seek a clarification regarding the indicative number or a range of MMLPs to be studied as part of this engagement, their geographical scope (DFC linked/MoRTH initiatives) and if a secondary analysis would do.	Count of MMLPs required to be studied is not restricted. It is anticipated that consultant will cover maximum number of MMLPs to gather the required information for preparation of Business Plan as outlined in the TOR.
3.4	<u>clause 7.1.6 of section IV of RFP</u>	The inclusion of a legal expert as a key expert for a 2-month study seems excessive. We request you to please clarify whether a legal note or a legal advisory input would suffice, instead of full-time involvement of legal expert – since the expected output is a business plan, not a concession agreement.	Please see reply to Query at S.No. 1.6.
3.5	<u>Clause 4.3 and 4.4 of section V of RFP</u>	Para 4, 4.3 suggests "QCBS by allocating weightage on technical and financial proposals" and 4.4 suggests. "technically qualified firm offering lowest financial offer will be successful bidder". Please clarify whether it would be QCBS or L1 bid.	The present tender is on QCBS method of tendering. For further clarification, please see draft corrigendum no. 3.
3.6	<u>Clause 5 of section IV of RFP</u>	We would like to seek clarification on the scope of the KD3 Draft Report, given that KD2 already includes the complete scope of work. Furthermore, the 25-day timeline for completing KD 2 appears overly optimistic, considering it includes market research, financial analysis, and the development of a business plan.	Please see reply to Query at S.No. 1.8.

		Accordingly, we request Authority to further extend the overall timelines to 4 months. Also, given that KD2 covers the entire scope in the existing scenario, the payment percentage attached to it should also be higher. In view of the above, we propose following amendment:	
3.7	<u>Clause 7 of section IV of RFP</u>	We would like to highlight that, in the majority of cases, Desirable Criteria 2 includes a PhD requirement, which is also associated with marks. We respectfully submit that the PhD requirement be removed from all expert positions, as it is stringent and limits the pool of highly competent and experienced candidates who are otherwise well suited for the role. Accordingly, we believe that relevant professional experience should be given greater importance.	Please see reply to Query at S.No. 2.4.
3.8	<u>Clause 7.1.1 of Section IV of RFP</u>	We believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility: <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Finance/ Economics/ Business Administration/ Engineering or equivalent • Desirable Criteria 1 - Post Graduate Degree/ Diploma in Transport Economics/ Transport Management/ Marketing Management/Business Administration or equivalent • Desirable Criteria 2 (Score in addition to Desirable – 1) – NA This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.	Desirable educational qualification and experience is designed to add more value to the report on Key Deliverables, hence the criteria is incorporated.
3.9	<u>Clause 7.1.2 of Section IV of RFP</u>	We believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility: <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Finance/ Economics/ Business Administration/ Engineering or equivalent • Desirable Criteria 1 - Post Graduate Degree/ Diploma in Transport Economics/ Transport Management/ Marketing Management/Business Administration or equivalent • Desirable Criteria 2 (Score in addition to Desirable – 1) – NA This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.	Please see reply to Query at S.No. 3.8.

3.10	<u>Clause 7.1.3 of Section IV of RFP</u>	<p>We believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility:</p> <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Finance/ Economics/ Business Administration/ Engineering or equivalent • Desirable Criteria 1 - Post Graduate Diploma or Degree in Accounting or Finance or Economics or Management Finance or Business Administration or Chartered Accountant/ CFA or equivalent • Desirable Criteria 2 (Score in addition to Desirable – 1) – NA <p>This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.</p>	Please see reply to Query at S.No. 3.8.
3.11	<u>Clause 7.1.4 of Section IV of RFP</u>	<p>We believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility:</p> <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Finance/ Economics/ Business Administration/ Civil Engineering or equivalent • Desirable Criteria 1 - Master's degree in Civil Engineering / Transport Planning/ Business Administration or equivalent • Desirable Criteria 2 (Score in addition to Desirable – 1) – NA <p>This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.</p>	Please see reply to Query at S.No. 3.8.
3.12	<u>Clause 7.1.5 of Section IV of RFP</u>	<p>We believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility:</p> <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Finance/ Economics/ Business Administration/ Engineering or equivalent • Desirable Criteria 1 - Post Graduate Diploma in Management/ Business Administration / MBA in Marketing/ Finance / or equivalent • Desirable Criteria 2 (Score in addition to Desirable – 1) – NA <p>This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.</p>	Please see reply to Query at S.No. 3.8.

3.13	<u>Clause 7.1.6 of Section IV of RFP</u>	<p>In case the position of Legal Expert cannot be removed as requested above (4), then, we believe that the experience of the individual should be given more relevance. Accordingly, we request the client to amend the requirement of educational qualification as below, to allow for greater flexibility:</p> <ul style="list-style-type: none"> • Mandatory / Minimum Eligibility Criteria - Graduate in Law • Desirable Criteria 1 - Post Graduate in Law • Desirable Criteria 2 (Score in addition to Desirable – 1)– NA <p>This would enable the inclusion of professionals with substantial relevant experience, thereby ensuring a more practical and capability-driven selection process.</p>	Please see reply to Query at S.No. 3.8.
3.14	<u>Clause 7.2 (i) and 7.2 (ii) of Section IV of RFP</u>	We kindly request the Authority to confirm that; in the event an expert becomes unavailable during the project duration due to circumstances beyond the bidder's control—such as a medical emergency—the bidder will be permitted to replace the expert with a candidate who meets the mandatory minimum qualifications and experience requirements.	Please see <u>clause 13.3.1 of Section VI</u> , which is self-explanatory.
3.15	<u>Clause 1.2 (a) and 1.2 (b) of section V of RFP</u>	We would like to highlight that partnerships firms governed by the Indian Partnership Act, 1932, are not required to—and typically do not—have MoA or AoA. Accordingly, we request the Authority to kindly remove this requirement	Please see revised clause 1.2(i)(a) and 1.6 under Corrigendum 3.
3.16	<u>Clause 1.2(ii.a) of Section V</u>	Furthermore, we seek clarification regarding the requirement for the Work Experience Certificate. Since Clause 5.3.1 – Scheme for Evaluation of Similar Work – already outlines the requirement to demonstrate relevant experience within the last 10 years, we would appreciate clarity on the specific purpose and format of the Work Experience Certificate. We respectfully request the Authority to either remove this requirement or provide a standardized format for the Work Experience Certificate. Alternatively, we suggest allowing the submission of a self-certification, duly signed by an authorized signatory, as sufficient compliance with this requirement.	Please see <u>Clause 1.2(ii.a) of Section V</u> , which is self-explanatory. The request is not agreed.
3.17	<u>Clause 1.4 of section V of RFP</u>	We request the Authority to restrict the requirement to the submission of a Power of Attorney, as the Partnership Deed is a confidential document. In lieu of the Partnership Deed, we propose that a Board Resolution be permitted along with the Power of	Please see <u>Clause 1.4(i) of Section V</u> , which is self-explanatory. The request is not agreed.

		Attorney, to establish the authorized signatory's credentials	
3.18	<u>Clause 5.3 and 5.3.1 of section V of RFP</u>	<p>We believe that requiring the presence of all three components (a, b, and c) within a single project may be too restrictive. Typically, the preparation of a policy document is a framework and business plan for the development of the MMLP as clearly outlined in the TOR. Hence, to ensure quality in the report on Key Deliverables, this criterion has been incorporated consciously in <u>Clause 5.3 of Section V</u>.</p> <p>We respectfully request the Authority to evaluate each of these components—policy document, feasibility study/DPR, and bid document preparation—independently, and to consider projects that demonstrate experience in any one of these areas. Accordingly, we propose that each qualifying assignment be awarded 3 marks per project for fulfilling any one of the three criteria. Further, since the project scope also involves market survey, we would request the following modification in category (c) of the credentials:</p> <p>c) Market Assessment / Feasibility/ Pre-Feasibility Study/ Detailed Project Report for construction/development of Private Siding/ PFT/ MMLP/ Freight Terminal/ ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub, etc. Further, it would be requested to add international projects also in category (b) and amend the requirement as follows:</p> <p>(b) Preparation of Standard Bid Document for any Ministry under Government of India or PSU or any Department under State or Central Government / Multilateral Institution in and outside India.</p>	<p>The primary objective is to suggest key points for formulation of a policy framework and business plan for the development of the MMLP as clearly outlined in the TOR. Hence, to ensure quality in the report on Key Deliverables, this criterion has been incorporated consciously in <u>Clause 5.3 of Section V</u>.</p>

4.0 **M/s CBRE South Asia Pvt. Ltd. (TOC - 118-122)**

S. No.	Clause	Changes/Clarification asked	Reply of Queries
4.1	<u>Section IV, Terms of Reference, 4. Scope of Work</u>	We understand the consultant's role is to conduct a detailed market study assessing the potential for rail and non-rail cargo, rail infrastructure, and value-added services for MMLP. Policy development is not included in this scope as such. Kindly confirm	The primary objective is to suggest key points for formulation of a policy framework and business plan for the development of the MMLP, as clearly spelt out in the TOR.
4.2	<u>Closing Date & Time for Submission</u>	We request the Authority to kindly extend the due date of submission by at least 2 weeks from the date of release of queries as the preparation of bid	Sufficient time has been granted by extending the closing date by one week. For

	of Tender documents involves extensive work in niche domain and includes heavy paperwork and collation of data. Furthermore, it requires time to formulate a team of qualified professionals suitable for their respective positions	more detail, please see Corrigendum issued in this regard.	
4.3	<u>Section IV, Terms of Reference</u> , 5. Key Deliverables	We understand that Deliverable 2 will cover all aspects and findings of the study as per scope of work. There will be no requirement of Deliverable 3 as such. Considering the project timeline of two months only, we suggest Authority to combine the Deliverable 2 and 3 as one report i.e Draft Report.	Please see reply to Query at S.No. 1.8.
4.4	<u>Section IV, Terms of Reference</u> , 6. Period of Contract	The Project timeline of 2 months seems to be quite stringent to cover all the aspects of the study. We understand that atleast 4 months would be required to cover all aspects of the study in detail. Therefore, we request Authority to extend the project timeline from 2 to 4 months. Accordingly, timeline for each deliverable to be extended.	Please see reply to Query at S.No. 2.1.
4.5	<u>Clause 7.1 (6. Legal Expert) of Section IV</u>	We understand as per scope of work, there is no requirement of legal expert since there is no policy making as such defined in the scope	Please see reply to Query at S.No. 1.6.
4.6	Page no 16. <u>Point no. 7.1 Key Experts: 6. Legal Expert</u>	According to the Indian Bar Association a legal expert is supposed to be registered with the Indian Bar Association and shall not be on a permanent payroll for a consultancy firm wherein the legal advice is cited for avoidance of a conflict of interest. We would request you to kindly review this clause to have the legal expert to be sub-consulted for the project.	As per <u>clause 7.1(6)</u> , Consulting firm shall, among other experts, have a legal expert to complete the assignment. Bidders are required to fulfil this requirement.
4.7	Miscellaneous	We would like to request the authority to kindly limit the consultant's liability to the contract value/ consultancy fee paid under this contract. We would like to request the authority to please modify clause for Limitation of Liability as follows: "In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage. "	<u>Clause 2 of Section VI</u> , is self explanatory in this regard.

4.8	Clause 5.3 of section IV of RFP	We would like to highlight the authority that policy making, RFP Document and Feasibility study scope is not covered in single project, Policy making and Bid/Feasibility study are different projects and not part of single project, So we would like to request that it should not be mandatory in the marking scheme that a single project should have all the A, B & C 3 Components. We request you to Kindly revise the marking scheme.	Please see reply to Query at S.No. 2.7.
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5.0 M/s Ernst & Young LLP(TOC - 134-146)

S. No.	Clause	Changes/ Clarification asked	Reply of Queries
5.1	Clause 2 (xii) of section II of RFP	As per the standard practice for consultancy work, 5% of the total consultancy fee is typically considered as Performance Security. In light of this, we respectfully request the Authority to kindly reconsider and revise the Performance Security amount to INR 7,00,000, in alignment with prevailing norms.	Clause 2(xii) of Section II of RFP is self-explanatory and as per GCC of IR and approved guidelines of DFCCIL for this RFP.
5.2	Clause 6 of section IV of RFP	The contract period specified in the RFP is two months, during which all deliverables are to be completed. The deliverables involve undertaking comprehensive studies of other existing MMLPS, conducting extensive market surveys to develop a comprehensive business plan for the MMLP. Considering the technical complexity of the surveys and the subsequent analysis required for accurate projections and report drafting, an extended timeline would ensure a more thorough and high-quality output. We request the authority to kindly consider extending the timeline for the contract from 02 months to 04 months.	Please see reply to Query at S.No. 2.1.
5.3	Clause 4 & 14 of section IV of RFP	We understand that the market survey and cargo traffic projections under the assignment would necessitate conducting traffic volume count surveys and Origin-Destination (O-D) surveys. We kindly request the Authority to confirm our understanding and further clarify the number of locations around the Kanpur MMLP where such traffic surveys are expected to be conducted as part of the assignment.	Traffic assessment for Inward/ Outward (rail and non-rail cargo) i.e. station to/ from through realistic survey for the proposed MMLP at New Kanpur.
5.4	Clause 4 & 7.1 of	Based on our review of the Scope of Work outlined in the RFP document, the role of the Legal Expert is	Please see reply to Query at S.No. 1.6.

	<u>section IV</u> of RFP	not clearly defined, particularly since the preparation of bid documents does not appear to be included within the stated scope. In this regard, we kindly request the Authority to clarify the specific responsibilities and expected deliverables of the Legal Expert under this assignment.	
5.5	<u>Clause 5</u> of <u>section IV</u> of RFP	We have reviewed the payment schedule provided in the RFP and observe that it is significantly backloaded, which may not align well with the initial expenses and resource deployment required during the early phases of the assignment. In light of this, we kindly request the Authority to consider revising the payment schedule to ensure better cash flow management and alignment with actual effort and expenditure. We propose the following revised structure: • KD-1: 15% • KD-2: 40% • KD-3: 25% • KD-4: 20%	Please see reply to Query at S.No. 1.8.
5.6	<u>Clause 7.1</u> of <u>Section IV</u> of RFP	As per the RFP, the educational qualification requirements for Key Experts under "Desirable Criteria -1" include a Post Graduate Degree, which is generally considered to reflect a high level of academic achievement and relevant experience. In this context, we respectfully request the Authority to remove "Desirable Criteria -2" (Doctorate/PhD) from the evaluation criteria for educational qualifications of Key Experts, as such a requirement may not be essential for the successful execution of the assignment and could unduly limit competition.	Please see reply to Query at S.No. 3.8.
5.7	<u>Clause 7.1</u> of <u>Section IV</u> of RFP	As outlined in the RFP, the qualification criteria for the Infrastructure Expert require a Graduate degree in Civil Engineering and a master's degree in civil engineering. We understand that a master's degree in civil engineering provides specialization in various areas like structural engineering, construction management, and transportation engineering. We kindly request the Authority to confirm our understanding on the same. To broaden the pool of eligible candidates and ensure the inclusion of diverse expertise, we respectfully request the authority to consider accepting Graduation and master's degree in urban and Regional Planning, Transport Planning, or other related fields as part of the educational qualifications for the Infrastructure Expert. This adjustment will allow for a wider range of experienced professionals to contribute effectively to the project.	Please see reply to Query at S.No. 3.8.

5.8	<u>Clause 7.1 of Section IV of RFP</u>	With reference to the educational qualifications specified for Key Experts—specifically for the Team Leader cum Supply Chain Management Expert and the Operations & Freight Business Marketing Expert—we understand that a Post Graduate Degree in Business Management would also qualify under Desirable Criteria 1. We kindly request the Authority to confirm whether our understanding is correct.	Please see reply to Query at S.No. 3.8.
5.9	<u>Clause 5.3 of section V of RFP</u>	We would like to respectfully submit that it is extremely uncommon to find a single consultancy assignment that simultaneously covers all three components, namely: (i) Preparation of a Policy Document (ii) Preparation of a Standard Bid Document (iii) Feasibility / Pre-feasibility Study / Detailed Project Report Furthermore, upon reviewing the Scope of Work provided in the RFP, we note that there is no requirement for preparation of a Policy Document or a Standard Bid Document under the current assignment. In light of this, we believe that including such requirements under the definition of "Similar Assignments" for technical evaluation may not be aligned with the actual deliverables expected. Accordingly, we request the Authority to kindly remove Clause 5.3(a) and 5.3(b) from the evaluation criteria for Similar Assignments, and revise Clause 5.3.1 to reflect the nature and scope of work relevant to the current assignment.	Please see reply to Query at S.No. 2.7.
5.10	<u>Clause 18 of section III of RFP</u>	We request you Authority to kindly remove point (i) under sub-clause 18(b) – "Conflicting Activities" from the RFP document.	Provisions in <u>Clause 18</u> related to conflict of interest has been incorporated to safeguard the interest of the client (DFCCIL). Hence, this clause is incorporated.
5.11	<u>clause 4.5 of section V of RFP</u>	With reference to the signing of the Agreement, we have observed a potential contradiction between Clause 4.4 of Section V and Clause 2 & Clause 3 of Section VII. We kindly request the Authority to clarify the interpretation and precedence of these clauses, particularly in terms of timelines and conditions associated with the execution of the Agreement.	Please see reply to Query at S.No. 3.5.
5.12	<u>Clause 12.2 of section VI of RFP</u>	We request you to kindly allow for the addition of the following clause along with the given clause 12.2: Notwithstanding the preceding the Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the	There is an elaborate termination <u>Clause No. 12 of Section VI</u> which is self-explanatory and justified.

		Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	Hence, the request to modify the clause is not agreed.
5.13	<u>Clause 13.2.1 of section VI of RFP</u>	We request you to kindly allow the replacement of the given clause 13.2.1 with the following clause: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	Confidentiality clause No. 13.2.1 of Section VI is essentially required to safeguard the interest of the client (DFCCIL). Hence, the existing provision is appropriate and does not require any modification.
5.14	<u>Clause 13.2.1.1 of section VI of RFP</u>	We request you to kindly allow the replacement of the given clause 13.2.1.1 with the following clause: The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them).	Please see reply to Query at S.No. 5.13.
5.15	Request for addition of new clause	We request you to kindly allow the addition of a new clause: Limitation on Liability: Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this	As per clause 2 of Section VI, is self explanatory in this regard.

		Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from the Consultant, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.	
5.16	<u>Clause 8.4 and 8.6 of Annexure – II PreContract Integrity Pact</u>	We request you to kindly allow the replacement of the given clause 8.4 with the following clause: Both the parties accept that the Monitors have the right to access up to a period of one year from the date of termination of the project all the physical documents relating to the project/procurement, including minutes of meetings. We request you to kindly allow the replacement of the given clause 8.6 with the following clause: The BIDDER(s) accepts that the Monitor has the right to access upto a period of one year from the date of termination of the project to all Project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid Interest, access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the [A] with confidentiality. Notwithstanding anything contained herein, any audit and/or request for information conducted shall be restricted to the physical files in relation to this. No access to the BIDDER's systems, network, facilities, or hands on or intrusive testing will be permitted. Any third parties employed by the Client to conduct such audit or request for information shall not be a competitor of the BIDDER .	Pre-contract integrity pact is as per guidelines of CVC.
5.17	Request for addition of new clause	We request you to kindly allow the addition of a new clause: Internal Use: 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 Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its	Usage of Assignment's outcome (whether raw data or final report) will be at discretion of DFCCIL, hence, The existing provision is appropriate and does not require any modification.

		statutory auditors and not for disclosure externally outside Client's organization.	
5.18	<u>Clause 14.6.2 of Section VI of RFP</u>	We would like to request the Authority to pay within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment.	<u>Clause 14.6.2 of Section VI</u> is self-explanatory and its provision protect the interest of both parties hence no change is agreed.
5.19	<u>Clause 2 (x) of Section II of RFP</u>	We request the Authority to kindly consider extending the proposal submission date by minimum two weeks. This will allow us to submit a comprehensive and competitive proposal as per the Authority's project objectives.	Please see reply to Query at S.No. 2.1
5.20	<u>Clause 4.4 of Section V of RFP</u>	With reference to the selection of Successful Bidder, we have observed a potential contradiction between Clause 4.4 of Section V and Clause 5.4 of Section V.	Please see reply to Query at S.No. 3.5
5.21	<u>Clause 5.4 of section V of RFP</u>	We kindly request the Authority to clarify the precedence interpretation of these and clauses, particularly in terms of selection of the Successful Bidder.	Please see reply to Query at S.No. 3.5.
5.22	<u>Clause 5.4 of section V of RFP</u>	Considering the nature and size of the Assignment and to ensure the Authority is able to choose from a pool of reputed and renowned consultants, we kindly request the Authority to consider following weightage for Technical and Financial Proposals: Technical proposal (T) = 80% Financial Proposal (P) = 20%	Weightage for technical and financial proposal mentioned in <u>clause 5.4 of section IV</u> of RFP as per the requirement of this assignment hence, no change is agreed.

6.0 **M/s Spine Advisory Pvt. Ltd.(TOC - 169-172)**

S. No.	Clause	Changes/Clarification asked	Reply of Queries
6.1	<u>Clause 5.3 and Clause 5.3.1 of Section V of RFP</u>	Given the broad scope of components listed under Clause 5.3, a single assignment covering all 3 components (i.e. policy related work, bid documents, and feasibility study) may not be possible as every client has different type of requirement. Transaction advisory assignments can have 2 components (i.e. preparation of standard bid document and financial feasibility study) in a single project. However as a general practice, policy preparation component is not clubbed with other 2 components in assignments. It is requested to award full 3 marks for any assignment that includes either : a) Policy preparation related work b)	Please see reply to Query at S.No. 2.7.

		Combination of preparation of standard bid document and financial feasibility study	
6.2	<u>Clause 5.3.1 of Section V of RFP</u>	Substantially complete assignments should also be considered instead of only completed assignments, because in some cases substantial work has been completed by Consultant, however the project is under appraisal/ approval stage by Central/ State Government. Therefore, completion certificate/ self declaration for substantially complete project, be allowed as supporting document for each assignment.	As per the para 5.3.1 of section V of RFP only similar assignments completed during last 10 years is to be furnished by consultant in Form Tech-2(B) alongwith work completion certificates issued by respective clients in support of the assignments.
6.3	<u>Clause 5.3(c) of Section V of RFP</u>	It is requested to modify this clause as "Feasibility/ Pre-Feasibility Study/ Detailed Project Report/ Transaction Advisory/ Financial Feasibility study/ Commercial Feasibility study for construction/development of Private Siding/ PFT/ MMLP/ Freight Terminal/ ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub, etc. This is because Transaction Advisory projects also include undertaking Financial Feasibility study/ preparation of financial models. Undertaking Financial viability is covered in the scope of work for this assignment.	Keeping in view of the role of transaction advisor and different nature of present work, the suggestion is not agreed to.
6.4	<u>Clause (5) Sr. No 2 of Section IV of RFP</u>	We understand that Key Deliverable-2 is a milestone prior to submission of the Draft and Final Reports. However, we seek clarity on the exact expectations for Key Deliverable-2 (KD-2) submission. KD-2 is intended as a preliminary deliverable with detailed findings to be finalized in the subsequent Draft Report Key Deliverable-3 (KD-3). Please clarify if our understanding is correct. This clarification will help us align our deliverables accurately with DFCCIL's requirements.	Please see the item no. 1.5.
6.5	<u>Clause (2) & (4) of Section IV of RFP</u>	The scope of work includes conducting a site visit to DFCCIL's land. Further 70.2 hectare land near New Kanpur station has been mentioned. We request clarification on whether is DFCCIL considering alternative sites as well or is this 70.2 hectare site been finalized by DFCCIL for MMLP project. Also is the complete 70.2 hectare land under possession of DFCCIL? This understanding is required to appropriately define the study framework and deliverables.	The present assignment is specifically for the proposed MMLP at New Kanpur, and the land is in possession of DFCCIL.
6.6	<u>Clause 7.1 of Section IV of RFP</u>	In Consultancy assignments, having relevant work experience along with being post-graduate suffices the requirement as a general norm and being PhD as an education qualification is generally not asked	Please see reply to Query at S.No. 2.4.

		for. Therefore, it is requested to remove the requirement of "PhD" as desirable criterion 2 in all these 5 positions.	
6.7	<u>Clause 7.1 of Section IV of RFP</u>	It is requested to modify the Desirable Criterion 1 as "Post Graduate Diploma or Degree in Accounting or Finance or Economics or Management Finance or Chartered Accountant/CFA". Accordingly Desirable Criterion 2 may be deleted for Finance & Tax Expert	Please see reply to Query at S.No. 2.4.
6.8	<u>Clause 7.1 of Section IV of RFP</u>	"any similar assignments" is not clear. It is requested to clarify the same.	The similar assignments are mentioned in <u>Clause No. 5.3 of Section V</u> , which is self-explanatory.
6.9	<u>Clause 2 (xiii) of Section II and Clause 6 of Section III of RFP</u>	Performance Security of Rs 14 lakhs is 10% of Estimated cost of work. Request you to reduce to 5% of award price (mentioned in LOA to be issued to winning bidder) . As per standard process in other tenders, performance security sought by other clients is around 5% of the Award price.	Please see reply to Query at S.No. 5.1.

7.0 M/s M.R. Tecnofin Consultants Pvt. Ltd. (TOC - 150-152)

S. No.	Clause	Changes/Clarification asked	Reply of Queries
7.1	<u>Clause 1.2(ii)(b) of Section V of RFP</u>	We request you to kindly consider revising the financial eligibility criteria mentioned in the RFP, which currently requires an average annual turnover of Rs. 12.6 Crores in any three of the last five financial years, to allow participation of firms with average turnover of more than Rs. 5 Crores in the last three years.	Average annual turnover requirement for the present work is assessed on the basis of guidelines of DFCCIL for the present work.
7.2	<u>Clause 2.3 of Section III of RFP</u>	The estimated project value is INR 1.4 Cr., but the completion period is only two (02) months. Given the extensive scope of work and deliverables across policy analysis, infrastructure planning, market survey, and financial modelling, the timeline seems unrealistic. We request you to review either the value or extend the completion period of Contract.	Please see reply to item no. 2.1
7.3	<u>Clause 6 of Section III of RFP</u>	The Performance Security has been specified as 10% of the contract value (i.e., ₹14,00,000). As per standard practice in most Government tenders, the Performance Security is generally limited to 5% of the contract value. We kindly request DFCCIL to consider reducing the Performance Security requirement to 5% in line with prevailing norms to	Please see reply to item no. 5.1

		ease financial burden, especially given the short contract duration of only 2 months.	
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8.0 M/s Kataria Carriers(TOC - 147-149)

S. No.	Clause	Changes/Clarification asked	Reply of Queries
8.1	<u>Clause 1.2 of section V of RFP</u>	We request that the eligibility conditions be amended to also allow participation from firms with the following attributes: "Firms with more than a decade of experience in transportation, having an average annual turnover exceeding ₹100 crores over the last 10 years, and a strong operational presence in the state of Uttar Pradesh."	Eligibility Criteria mentioned at <u>Clause No. 1.2 of Section V</u> has been prescribed after due deliberation and hence, no change in this regard is agreed to at this stage.

9.0 M/s Balaji RailRoad System Pvt. Ltd. (BARSYL)(TOC - 114-117)

S. No.	Clause	Changes/Clarification asked	Reply of Queries
9.1	<u>Clause 7.1 of section IV of RFP</u>	We would like to bring to the client's notice that most railway personnel do not pursue Doctorates in their fields, including SAG grade officers or Railway Board members. As per the RFP requirements, it is our understanding that even former Railway Board members or retired Railway personnel are not desirable by the client to execute this project. We would like to request the client to remove the criteria of a Doctorate from the Desirable Criteria – 2 of all positions to ensure eligibility of railway personnel who have the required experience to perform this task	Please see reply to item no. 2.4.
9.2	<u>Caluse 5.3.1 of section V of RFP</u>	We would like to bring to the client's attention that considering the definition of similar assignment : (a) Preparation of Policy document for any Ministry under Government of India or PSU or any Department under State or Central Government. (b) Preparation of Standard Bid Document for any Ministry under Government of India or PSU or any Department under State or Central Government and (c) Feasibility/ Pre-Feasibility Study/ Detailed Project Report for construction/development of Private Siding/ PFT/ MMLP/ Freight Terminal/ ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub, etc.	Please see reply to item no. 2.7

		<p>These three components are not executed in the same project as creation of policy documents or bid documents are non engineering works, while a feasibility/DPR of a siding/PFT is an engineering work. These works are performed exclusively to each other and would not be present in the same assignment. We request the client to consider the full marking for a project in case any ONE component is present in 5 assignments to be used as references.</p>	
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10.0 M/s Pricewaterhousecoopers Pvt. Ltd. (PWC) - (TOC - 153-164)

S. No.	Clause	Changes/Clarification asked	Reply of Queries
10.1	<u>Clause 7.1 of Section- IV and 5.3.2 of section V of RFP</u>	Desirable Criteria – 2 (Score in addition to Desirable -1) We understand that higher qualification like Doctorate (PHD) is always welcome, but it is more relevant to academics or research-oriented outputs. Since our study is more related to preparation of business plan, we understand that having Doctorate (PHD) will not add desired value to the objective of the assignment. So, we request that Desirable Criteria – 2 for Educational Qualification should be deleted and there should not be any marking or scoring attached to it in terms of the Clause 5.3.2 - Scheme for evaluation. We would request that the Desirable Criteria-1 should have the additional marks for following experience i. 0.5 marks for more than 1 country experience for similar engagement ii. 0.5 marks for more that 1 Clients experience for similar engagement (The above can be enhanced to more than 2 countries and 2 clients for Team Leader) This would ensure the Key Expert brings in relevant experience and also global best practices and policies as MMLP New Kanpur is proposed to be world class facilities and aligned to increase rail freight for DFCCIL/IR and provide optimum value from the MMLP development.	Please see reply to item no. 2.4
10.2	<u>Clause 5 of section IV of RFP</u>	As per key deliverables, timeline and scope of work, we understand that the entire scope of work is to be completed by consultant in 25 days from the date of commencement of assignment. Considering scope of work of assignment which includes comprehensive market survey, policy review, infrastructure requirement assessment, future	Please see reply to item no. 2.1.

		<p>traffic projection, revenue modelling, preparation of business plan etc, timeline of 25 days is very much on aggressive side. We hereby request to modify the duration of assignment to 120 days from the date of commencement of assignment and payment terms as per below revised table. This shall help in undertaking a well-researched study and meeting the objectives of the engagement. Please note that other than profiling the commodities in the region, its current movement and possible future growth and ability to transfer freight from existing mode of transport and facilities would require a complete understanding of the total logistics cost including first mile and last mile for all the potential commodities present and also estimated commodities in the future based on investment plans etc :</p>	
10.3		<p>Key Deliverable Timeline for submission (Date of Commencement of Assignment (T)) Payment %age on approval/acceptance of Deliverable (Total 100%)</p> <p>Key Deliverable – 1 Inception Report T + 20 days 20%</p> <p>Key Deliverable – 2</p> <p>i) Comprehensive study of other existing MMLPs and market survey to assess the potential for rail and non-rail cargo potential. j) Suggest a minimum size of land parcel required for development of MMLP considering the minimum necessary rail infrastructure and value-added services required for rail & non-rail based cargo and establish the land use terms and chargeable lease rentals for the MMLP. k) Identify minimum necessary rail infrastructure and value-added services required to support maximum cargo movement by rail. l) Identify necessary infrastructure and value-added services for non-rail cargo logistics. m) Projection of rail cargo and non-rail- cargo traffic separately, including type and volume, with year-wise breakdown for 30-35 years, covering both inward and outward traffic. n) Projected revenue from rail cargo traffic, specifying freight and Terminal Charges/ Terminal Access Charges, with year-wise breakdowns for 30-35 years. o) Project revenue from value-added services and other logistics support services over the same timeframe. p)</p>	<p>Please see reply to item no. 1.8</p>

		<p>Tenure of contract, projected investment required, Breakeven, Profitability and ROR for the project. T + 90 days 40%</p> <p>Key Deliverable – 3 Draft Report T+105 days 20%</p> <p>Key Deliverable – 4 Final Report T+120 days 20%</p>	
10.4	<p><u>Clause 5.3 of section V of RFP</u></p>	<p>It may be noted that similar assignment mentioned under point no. (a) and (b) is open ended to all sectors such as energy, water, etc. whereas point no. (c) is very specific to logistic sector such as Private Siding/ PFT/ MMLP/ Freight Terminal/ ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub, etc. A consultant having no logistics experience would be able to score 10 out of 15 without any relevant experience as per the similar engagement envisaged in the RFP. For example, experience from water, power, health, social, waste would provide 10 marks out of 15 marks. Additionally, it may also be noted that relevant similar experience for work executed for multilateral financial institutions and development banks like World Bank, ADB, JICA, etc, are globally well accepted in terms of policy guidelines and sectoral business plan. These agencies are engaged in assisting Governments both in India and abroad for achieving decarbonization, shift from road to rail, increasing logistics efficiency, business and policy guidelines. Similarly, as MMLP New Kanpur is one its kind engagement and involves developing a world class facility with best global practices and guidelines, it would prudent to include experience of undertaking similar engagements outside India with the government sector which further adds substantial value to the assignment for the project and brings global outlook for policy and MMLP development which would guide DFCCIL/Indian Railways for such MMLP developments. It may be also noted that while considering terminals, facilities which usually carry rail freight have been considered like PFT, ICD, CFS, Good shed. Logistics hub, It is submitted that some of these facilities are only road-based facility. Ports are a significant gateway for logistics/freight movement and involves EXIM movement which is majorly containerized, and which Indian Railways is trying to increase for freight diversification attracting Balance of Goods and enhance rail modal share. It is therefore requested to include Ports experience as</p>	<p>Provisions in <u>clause 5.3 of section V</u> has been incorporated after due consideration of the specific requirement of the assignment and hence, no change is agreed in this regard.</p>

		<p>well. We therefore request you to modify the definition of similar assignments as per below to make it more relevant and ensure right experience and competency is evaluated during selection of a consultant: (a) Preparation of Policy document in transportation or logistics sector for i. any Ministry under Government of India or PSU or any Department under State or Central Government in India, or ii. any multilateral financial institutions like World Bank, ADB etc. or iii. any government department, agencies of other countries (b) Preparation of Standard Bid Document in transportation or logistics sector for i. any Ministry under Government of India or PSU or any Department under State or Central Government in India, or ii. any multilateral financial institutions like World Bank, ADB etc. or iii. any government department, agencies of other countries (c) Feasibility/ Pre-Feasibility Study/ Detailed Project Report for construction/development of Private Siding/ PFT/ MMLP/ Freight Terminal/ ICD/ CFS/ Goods Shed/ Freight Village/ Logistics hub/ Ports etc.</p>	
10.5	<p><u>Clause 4 of section IV of RFP</u></p>	<p>It may be noted that as per S.No 11 under Scope of Work, the envisaged scope includes– “Projected investment by MMLP Developer, Breakeven, Profitability and ROR for the project including techno-commercial-financial viability study.” It may be noted that investments by a Developer would include external infrastructure like roads, railway siding, utilities-water, power as well as internal infrastructure. It may be further noted that preparation of layout plans for siding, terminals and minimal rail infrastructure and associated facilities would require engineering and architectural services like topographical surveys, geo-technical investigations, typical layout plan with block cost estimates for optimal utilization of land and ensuring all associated facilities are developed as per the MMLP market study and operational requirement/handling and value-added services. Authority is requested to kindly confirm the level of detailing/output required as output for undertaking this market study. This will help us to meet the expectation and provide us clarity on the efforts and time required to undertake this study and avoid any speculative bidding. This will help Authority to</p>	<p>Scope of work mentioned in <u>Clause 4 of Section IV</u> is very clearly spelt out. Hence, further elaboration is not required.</p>

		successfully complete the study and realize its objectives.	
10.6	<u>Clause 4 of section IV of RFP</u>	It may be noted that land use of the MMLP would be important to understand the facilities and services that can be offered by the Developer at the MMLP at New Kanpur and also affect the revenue realization potential of the MMLP. The Land use break up for components like logistics, transport, mixed use, commercial etc. would be subject to local norms of the relevant Authority and also evaluated in terms of the Logistics Policy of the state or any limitations under the Indian Railways land licensing guidelines. It is therefore requested that DFCCIL may provide clarity on any limitations or guidance on land use at MMLP locations such as for logistics, transport, real estate-commercial/retail/hospitality etc., including any approvals on land use required from state/local / railway authorities. This will help us to understand the requirement from the scope and objectives of the study. It shall also help us to estimate efforts and timeline so as to submit a comprehensive and competitive bid.	Clause No. 4 of Section IV is self explanatory in this regard, especially item No. 2, 3 & 4 of Clause 4.
10.7	<u>Clause 2 of section II of RFP</u>	We request you to consider at least 3 weeks time for submission of tender from the date of reply to bidder queries/Corrigendum from DFCCIL, to enable us to submit a comprehensive and competitive bid.	Please see reply to item no. 4.2
10.8	<u>Clause 5.4 of section V of RFP</u>	Since this is a prestigious engagement and hiring of a reputed consultant along with the proposed team shall add value in meeting the desired objective of the assignment. It is therefore requested that scoring may be revised from 70:30 to 80:20.	Weightage for technical and financial proposal mentioned in <u>clause 5.4 of section V</u> of RFP as per guidelines of DFCCIL on this work hence, no change required.
10.9	<u>Clause 13.3.1 of section VI of RFP</u>	13.3.1 Replacement of Key Experts : (a) Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. (b) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity or resignation. In such case, the Consultant shall forthwith provide as a replacement, a person holding minimum qualifications and minimum experience. As the resignation of any Key expert can not be controlled, it is requested to kindly consider	The concerned clause of RFP is self-sufficient and hence, no change is required.

		such occurrence also as inevitable allowing substitution.	
10.10	Form TECH-2	Request you to kindly delete "beneficial ownership" as the firm is a company incorporated under Companies Act 1956/2013 in India and follows all statutory requirements and in business in India for more than 10 years. The Consultant shall anyways abide by the regulations and condition of RFP as outline below which defines beneficial owner in the paragraph of the clause- "Restrictions of procurement from the bidders from countries sharing land borders with India".	The clause 20 of Section III, Restriction of procurement from the bidders from countries sharing land borders with India is as per the guidelines issued by Government of India.

(S. P. Verma)
GGM/BD&BA

01/08/25

Note :

1. List of participants is enclosed as Annexure.
2. Please check IREPS portal and DFCCIL's website for further information/Corrigendum.

Annexure - A**List of Participants during the Pre-Bid Meeting held on 18.07.2025**

S.No.	Participants Name	Designation	Organization Name
1.	Rachna Verma	Associate Director	EY LLP
2.	Sulabh Goel	Director	EY LLP
3.	Pranav Gupta	Senior consultant	CBRE
4.	Mayank Agarwal	AVP	Spine Advisory pvt. Ltd.
5.	R.K Sharma	Sr. Manager	Drongo Advisory Service
6.	Sumandeep Kaur	Associate Director	Deloitte
7.	Abhishek Tiwari	Executive (Railways & Metro)	Rodic Consultants Pvt. Ltd.
8.	Kritagya Srivastava	Associate Consultant	KPMG India
9.	Piyush Kumar	Sr. Manager	RITES Limited
10.	Jyotiranjana Jena	Vice President	EY LLP
11.	Ankit Chhabra	Senior General Manager	CBRE South Asia Pvt. Ltd.
12.	Gaurav Singla	Manager	PwCPL
13.	Phani Radha	Assistant Manager	Aarvee Engineering Consultants Ltd
14.	Vipul Sachan	Consultant	CBRE SOUTH ASIA PRIVATE LIMITED Consultant
15.	Hitesh Sharma	Director	Yolax infranergy pvt Ltd
16.	Shaji V K	Deloitte	Associate Director
17.	Anand Kumar Singh	Regional Director	ASCELA Advisors Pvt. Ltd