

## Dedicated Freight Corridor Corporation of India Limited

Consultancy Services on Feasibility study cum Detailed Project Report (DPR) for Logistics Parks at New Kanpur and New Nilje along the Dedicated Freight Corridors

DRFP No.HQ/OP&BD/CS/LP/Kanpur-Nilje

Para wise responses to the Pre-Bid queries of the applicants:

### 1. Voyants Solutions Private Limited

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
1.	Section 2. Instructions to Consultants - Data Sheet; Clause: 21.1; Page no.: 34	a) The firm has completed similar assignments during last seven years. Similar assignment means:  Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc.	We request you to please include/ add the Detailed Project Report (DPR) projects for Industrial park/SEZ into the eligible / Similar assignments category.	Modified as below: a) The firms should have completed two similar assignments during last seven years. Similar assignments mean: Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard).

				<p>Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see Addendum no.2 in DFCCIL official website.</p>
2.	Section 2. Instructions to Consultants - Data Sheet; Clause: 21.1; Page no.: 34	a) The firms has completed similar assignments during last seven years.	We request you to please include Last 10 year's completed and ongoing project of firm for eligible / Similar assignments.	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years.</p>
3.	Section 7. Terms of Reference; Clause 5. Team Composition; Page no.: 72-73	5.1 Team Leader – should possess a minimum of 15 years 'experience with increasing levels of responsibility in Logistics/ Infrastructure Planning, establishing & evaluating multimodal linkages including rail/road/air/port. Appropriate experience in planning and design of facilities relating to integrated development of projects like logistics parks, FTWZ, SEZ, ICD, Industrial Estates, rail freight terminals etc.	We request you to include Post-Graduation in Civil Engineering as education Qualification for the Team leader position.	<p>Modified as below:</p> <p>The Team Leader should have –</p> <p>(i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg.</p> <p>(ii) Professional qualification in Transport Economics or Transport management/ Planning or Business Administration is preferable.</p>

		The Team Leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics or Business Administration.		
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**2. L&T Infrastructure Engineering Ltd.**

S. No	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
4.	Section 21.1: Eligibility criteria; page no. 34	The firm has completed similar assignments during last seven years. Similar assignment means: Detailed Project Report of Logistics Park/Freight. Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.	Since this is an area development project, we request DFCC to kindly consider the experience in preparation of DPRs or TEFS for SEZs and Industrial parks also as eligible assignment. We request to modify the eligibility criteria clause as follows: Similar assignment means: Detailed Project Report or TEFS of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub/SEZs/Industrial Parks etc.	Modified as below:  a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:  Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.

5.	Section 21.1: Eligibility criteria: Page no. 34	The firms has completed similar assignments during last seven years.	We request DFCC to consider the experience of similar assignments in the last ten years.	Modified as below:  a) The firms should have completed two similar assignments during last seven years.  Please see Addendum no.2 in DFCCIL official website.
6.	Section 21.1: Team composition page no. 72 and 73	Team leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics or Business Administration.	Considering the nature of assignment for the qualification of the position of Team leader, request to consider the following clause. “Team Leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics or Business Administration or engineering or planning”.	Modified as below: The Team Leader should have – (i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg.  (ii) Professional qualification in Transport Economics or Transport management/ Planning or Business Administration is preferable.
7.	Section 5: Team Composition; page no. 73	Infrastructure expert should have Degree in Engineering or equivalent degree.	For the qualification of the position of Infrastructure expert, request to consider the following clause. “Infrastructure expert should have Degree in Engineering or equivalent degree or planning or architecture”.	Modified as below: Infrastructure expert should have Bachelor Degree in Civil/Mechanical Engineering/Architecture. Please see Addendum no.2 in DFCCIL official website.

8.	Section 5: Team composition page no. 74	The environment expert should have graduate degree holder in Civil/Environmental Engineering or equivalent preferable Post-Graduation in Environmental Engineering or equivalent.	For the qualification of the position of Environmental expert, request to consider the following clause. “The environmental expert should be a graduate degree holder in Civil/Environmental Engineering or equivalent preferable Post-Graduation in Environmental or management or equivalent.	Modified as below:  The Expert should have Bachelor Degree in Civil Engg./ Environmental Science and professional qualification of Post Graduate in Environmental Science/Engg. in Environment is preferable.
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### 3. RITES Ltd

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
9.	2. Instructions to Consultants and Data Sheet Clause 6.3.3, Page 12	Government-owned enterprises or institutions in the Borrower's country may be eligible only if they can establish that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.	DFCCIL may be aware, RITES Ltd. meets these eligibility criteria. In earlier instances DFCCIL has rejected RITES's bids for World Bank funded studies citing this very clause, in spite of RITES certifying that it meets the eligibility criteria.  We request you to please confirm that RITES is eligible to bid for this particular assignment, either individually or as part of a consortium of which it may/ may not be the lead member.	<b>Eligibility is not considered</b>
10.	2. Instructions to Consultants and Data Sheet Clause 17.7 and 17.9, Page 32	The Proposals must be submitted no later than: Date: 27 December 2019 Time: 15:00	We request that the last date of submission may please be extended to at least 3 weeks after clarification of bidders' queries.	Date has been extended for 24.01.2020.  Please see Addendum no.3 in DFCCIL official website.
11.	2. Instructions to Consultants	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [30]	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [30] a) Technical approach and methodology : 15 b) Work Plan : 05	No change is required.

	and Data Sheet Clause 21.1, Page 33	a) Technical approach and methodology : 05 b) Work Plan : 05 c) Organization and staffing : 20	c) Organization and staffing : 10	
12.	2. Instructions to Consultants and Data Sheet Clause 27.1, Page 35	(iv) The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: a) The firm has completed similar assignments during last seven years. Similar assignment means: · Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.	iv) The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: a) The firm has undertaken similar assignments during last ten years. Similar assignment means: Detailed Project Report/ Feasibility Study of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.	Modified as below:  a) The firms should have completed two similar assignments during last seven years. Similar assignments mean: Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.
13.	2. Instructions to Consultants and Data Sheet Clause 3.3, Page 62	The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%	The weights given to the Technical (T) and Financial (P) Proposals are: T = 90%, and P = 10%	No change is required.



14.	7. Terms of Reference, Clause 3.3, Page 62	Two locations have been divided in two parts to be studied by two teams. Each task will be handled by one team separately. Each locations is a task.	We request that a single team of key professionals (duly supported by support professional) may be allowed to be fielded when the RFP as well as scope of work is same, and only single technical + financial proposal is to be submitted.	To accomplish the assignment in specific time limit, it has been done so.
15.	7. Terms of Reference, Clause 3.4.4, Page 63	Basic land requirement details for each location	Land mapping and land details is a cumbersome process and this process itself would require at-least 5 to 6 months, that too with active involvement and co-ordination by Client and other stakeholders, Central/ state agencies.	Basic land details with ownership pattern is required. Lands under Industrial Authority, Urban Development Authority, other public authority etc. to be indicated.
16.	7. Terms of Reference, Clause 3.4.4 (Xiii) , Page 64	Statutory Clearance required in accordance with cargo nature, location and services contemplated by the proposed freight terminal/logistics park/Goods Shed.	We understand that the scope of the consultant is limited to only enlist such clearances, and not be involved in any way in obtaining such clearances/ approvals.  Please confirm.	Yes, it is limited to shortlist and explain the statutory clearance required.
17.	7. Terms of Reference, Clause 3.4.10, Pages 66-67	Regulation Authority	We understand that the scope of the consultant is limited to only enlist such mentioned protocols, statutory provisions, clearances, implementation frameworks and not be involved in any way in obtaining such clearances/ approvals.  Please confirm.	Yes, clearance/approval is not in scope of work.
18.	7. Terms of Reference, Clause 3.4.11, Page 67	Environmental Considerations of selected option(s)	We understand that the scope of the consultant is limited to only <ul style="list-style-type: none"> <li>Evaluate suitability of candidate / selected site(s) from an environmental perspective.</li> <li>Provide inputs to TOR for EIA to be prepared in line with the EMF for the DFCC projects to</li> </ul>	Yes, Clearance is not required.

			<p>scope out the study required for preferred options/location.</p> <ul style="list-style-type: none"> <li>• Identify corresponding environmental regulatory requirements</li> <li>• Integrate space / land requirement for Environmental Infrastructure like STP, SWM sites, etc. into the Master Plan</li> </ul> <p>The consultant would not be involved in any way in obtaining any such environmental clearances/ approvals as part of the subject assignment.</p> <p>Please confirm.</p>	
19.	7. Terms of Reference, Clause 3.4.12, Page 67	Social Considerations of selected option(s)	<p>We understand that the scope of the consultant is limited to only</p> <ul style="list-style-type: none"> <li>· Undertake social screening</li> <li>· preliminary consultations with affected land owners/users and communities</li> <li>· Provide suggestions, if any, to help avoid/minimize adverse impacts through analysis of alternative locations</li> <li>· Provide findings of the screening exercise and preliminary consultations as inputs to scope of work for the in-depth SIA study required for preferred options/location. These TORs will be used to prepare SIA and ARAP/RAP, as per provisions of agreed Resettlement Policy Framework for the DFCC projects</li> <li>· Identify regulatory requirements in respect of land acquisition/taking,</li> </ul>	Yes, Clearance is not required.

			The consultant would not be involved in any way in preparing any kind of SIA and ARAP/RAP, or obtaining any such social clearances/ approvals as part of the subject assignment. Please confirm.							
20.	7. Terms of Reference, Clause 4.1, Page 71	The Consultants shall provide outputs and deliverables as specified in clause 2, in a form and manner acceptable to DFCCIL.	We understand that the Consultant shall work for and report to DFCCIL alone for the subject assignment. As such a project is likely to have involvement of various other stakeholders, Central/ state agencies; it is requested that DFCCIL may nominate an official for co-ordination of such activities with such external agencies as well as assistance in getting necessary secondary data and permissions for various field surveys required for the assignment.	GGM/BD is the co-ordinating officer						
21.	7. Terms of Reference, Clause 4.2.2, Pages 71 and 72	Deliverables and Payment schedule	The nomenclature of the deliverables is confusing. Kindly clarify which deliverable is to cover what specific component of the scope of work. As release of payment is linked with approval of the deliverables, kindly indicate how much maximum time will be expected for approval of the deliverable. We request that at least 60 % of payment of respective deliverable may be released within 2 weeks of submission. Final comments of the Client on the submission may be provided to Consultant within maximum time of 2 weeks of the submission; and 100% payment may be released within 4 weeks of the submission or 1 week after satisfactory clarifications by the	<div>No change is required.</div> <div>Changes in payment percentage is as under:</div> <table><tr><td>S.No.</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD-3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD-4</td><td>20%</td></tr></table>	S.No.	Payment (in percentage of total fee)	KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD-4	20%
S.No.	Payment (in percentage of total fee)									
KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report									
KD-4	20%									

			Consultant to such final comments of the Client on the submission. Whichever is later For the presently proposed deliverable sequence, it is requested that Stage wise payment schedule may please be revised to 20%, 30%, 25 %, 15 %, and 10% respectively.	(10% Task 1 & 10% Task 2) Payment on Approval of Report
22.	7. Terms of Reference, Clause 4.3, Page 72	Duration of the Project- 4 months	Looking at the scope of work, it is requested that duration may extended upto at least 12 months with proportionate increase in the time intervals of the respective milestones	Provision of two tasks have been made. Time is not required to be changed.
23.	7. Terms of Reference, Clause 5, Pages 72-74	Team Composition	Emphasis should be on relevant experience. The professionals working in this field span various geographies, timelines and educational backgrounds and we need to have more broad-based educational qualification criteria.	Educational qualification has been modified accordingly.  Please see Addendum no.2 in DFCCIL website.
24.	7. Terms of Reference, Clause 5.1, Page 72	The Team Leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics or Business Administration.	The Team Leader should have relevant Graduate/ Post Graduate professional qualification such as engineering, Economics, Transport Economics, Urban/ Regional Planning, Transport Planning, Business Administration or equivalent.	Modified as below:  The Team Leader should have – (i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg. (ii) Professional qualification in Transport Economics or Transport management/ Planning or Business Administration is preferable.
25.	7. Terms of Reference, Clause 5.2, Page 73	The Warehousing and warehousing related Logistic Expert should be a Graduate with professional qualification in transport	The Warehousing and warehousing related Logistic Expert should be a Graduate with professional qualification in transport economics, logistics/ supply chain management, engineering,	Modified as below: The Warehousing and warehousing related Logistic Expert should be a Graduate. Professional qualification

		economics, logistics/ supply chain management.	Transport Planning, Business Administration or equivalent.	in transport economics, logistics/ supply chain management/Civil or Mechanical Engg., Warehouse Management is preferable..
26.	7. Terms of Reference, Clause 5.3, Page 73	The Infrastructure expert and logistic planner expert should have Degree in Engineering or equivalent degree.	The Infrastructure expert and logistic planner expert should have Degree in Engineering, Planning or equivalent degree.	Modified as below: Infrastructure expert should have Bachelor Degree in Civil/Mechanical Engineering/Architecture.
27.	7. Terms of Reference, Clause 5.4, Page 73	The Freight Transportation Expert should have Degree in transportation planning/Logistics / Supply Chain.	The Freight Transportation Expert should have Degree in transportation planning/Logistics / Supply Chain, economics, engineering, Business Administration or equivalent.	Modified as below: The Freight Transportation Expert should have – (i) Bachelor Degree and (ii) professional qualification of Transportation planning/ Transport Management/ Transport Economics/ Logistics / Supply Chain is preferable  or  15 years' experience in Railway working in Traffic subject at higher management level. It will also fulfil experience criteria.
28.	7. Terms of Reference, Clause 5.5, Page 73	The Financial and Economics Expert should be an MBA (Finance) / Master's degree in Economics	The Financial and Economics Expert should have Degree in degree in Economics, Finance, transport planning or equivalent.	Modified as below: The Financial and Economics Expert should be an MBA (Finance)/PG Dip.(Finance)/ Master's degree in Economics or Commerce/ qualified Chartered Accountant

29.	7. Terms of Reference, Clause 5.6, Pages 73 and 74	The Industry Analyst (Market Expert) should be an MBA (Finance) / Master's degree in Economics	The Industry Analyst (Market Expert) should have Degree in degree in Economics, Finance, transport planning, engineering or equivalent.	Modified as below: The Industry Analyst (Market Expert) should have (i) Bachelor Degree (ii) Professional qualification MBA (Finance) or (Marketing) / Master's degree in Economics or Commerce is preferable.
30.	7. Terms of Reference, Clause 5.8, Page 74	The Social Expert should be a graduate degree holder in social sciences and must possess good community facilitation skills.	The Social Expert should be a graduate degree holder in social sciences, engineering, planning, economics, Business Administration, mass communication or equivalent and must possess good community facilitation skills.	No change is required.

#### 4. Ernst & Young LLP

S N o.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
31	Section 2: Instructions to Consultants; E. Data Sheet Clause 21.1 Page 29	<p>The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under:</p> <p>The firm has completed similar assignments during last seven years. Similar assignment means: Detailed Project Report of Logistics Park / Freight Terminal / ICD / CFS / Goods shed / Freight Village / Logistics hub, etc.</p>	<p>The Authority may please appreciate that for similar assignments for Ports/Terminals/ Logistics Parks etc. the Investment assessment is usually conducted by the Implementing Agencies in phases and includes pre-feasibility study, feasibility study, review of earlier studies and preparation/ review of Techno Economic Feasibility Studies also.</p> <p>Further, we understand that the subject work requires conducting feasibility study, understanding of the sector, technical expertise for design and planning, market assessment, conceptual plans, financial viability analysis etc.</p> <p>As such, we request the Authority to kindly consider the experience of the Consultant in Feasibility studies also and hence request to modify the clause as follows:</p> <p><i>“The firm has completed similar assignments during last seven years. Similar assignment means: Feasibility Study/ Review of Feasibility Study/ Preparation or Review of TEFS/ Detailed</i></p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p>

			<i>Project Report of Logistics Park / Freight Terminal / ICD / CFS / Goods shed / Freight Village / Logistics hub, etc.”</i>	
32	Section 2: Instructions to Consultants; E. Data Sheet Clause 21.1 Page 29	The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: The firm has completed similar assignments during last seven years. Similar assignment means: Detailed Project Report of Logistics Park / Freight Terminal / ICD / CFS / Goods shed / Freight Village / Logistics hub, etc.	Considering the given objective and scope of work, it is suggested that the consultancy services undertaken under similar regime and authorities may be evaluated. Hence, the experience of working for Government (central / state), multilateral and donor agencies, or public-sector entity only may be considered for evaluation. This shall help the Authority assess the experience of a given bidder of having worked and delivered in similar framework and liasioning with government authorities for similar works.	Modified as below:  a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:  Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.
33	Section 2: Instructions to Consultants; E. Data Sheet Clause 21.1 Page 29	Specific experience of the Consultant (as a firm) relevant to the Assignment – 10 marks	The Authority is requested to kindly provide clarity on the parameters of evaluation and weightage to be considered for each parameter for allotment of the subject 10 marks. A clarity on the same would help us customise and showcase our relevant experience and highlight specific areas of strength/expertise as envisaged by Authority for evaluation.	Details of marking are decided transparently before bid opening.



34	Section 3: Technical Proposal – Standard Forms Form TECH-2 B – Consultant’s Experience Page 40	List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client	EY appreciates and acknowledges the need of the Authority to assess participating bidders’ experience in similar works. As the Authority shall consider only completed assignments undertaken in the last 7 years, it is essential that the Authority makes submission of completion certificate mandatory for projects showcased by a given bidder to verify its credentials. In this regard, participating bidders should submit only completion certificates issued by their clients to substantiate the experience claimed by bidders.	Yes, completed work will be considered.
35	Section 2: Instructions to Consultants Clause 14.1.1 Page 16	If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so	EY requests the Authority to clarify whether CVs of sub-consultants positioned as selected key experts will be considered permissible for evaluation.	Only key experts CVs will be evaluated
36	Section 7: Terms of Reference Clause 3.3 Page 62	For the purpose of the study, the assignment is divided into two parts viz first part - Feasibility Study and after ascertaining the viability, second part – Detailed Project Report. As mentioned above the consultancy services is proposed for two locations and study of	EY understands the need of 2 teams for 2 locations at Kanpur and New Nilje. Given the location of the 2 logistics parks and the nature of activity required to be undertaken, we suggest the Authority considers the following team composition to be fielded in	No change is required.

		these two locations are divided in two Tasks. Two locations have been divided in two parts to be studied by two teams. Each task will be handled by one team separately. Each location is a task	<table><tr><td>Position</td><td># Experts deployed for Kanpur Location</td><td># Experts deployed for New Nilje Location</td></tr><tr><td>Team Leader</td><td colspan="2">1 (Common for both Locations)</td></tr><tr><td>Warehousing and Warehousing-related Logistics Experts</td><td colspan="2">1 ( Common for both Locations)</td></tr><tr><td>Infrastructure Experts and Logistics Planners</td><td>1</td><td>1</td></tr><tr><td>Freight Transportation Experts</td><td>1</td><td>1</td></tr><tr><td>Financial and Economics Expert</td><td colspan="2">1 (Common for both Locations)</td></tr><tr><td>Environment Expert</td><td colspan="2">1 ( Common for both Locations)</td></tr><tr><td>Socials Expert</td><td>1</td><td>1</td></tr></table>	Position	# Experts deployed for Kanpur Location	# Experts deployed for New Nilje Location	Team Leader	1 (Common for both Locations)		Warehousing and Warehousing-related Logistics Experts	1 ( Common for both Locations)		Infrastructure Experts and Logistics Planners	1	1	Freight Transportation Experts	1	1	Financial and Economics Expert	1 (Common for both Locations)		Environment Expert	1 ( Common for both Locations)		Socials Expert	1	1	
Position	# Experts deployed for Kanpur Location	# Experts deployed for New Nilje Location																										
Team Leader	1 (Common for both Locations)																											
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Infrastructure Experts and Logistics Planners	1	1																										
Freight Transportation Experts	1	1																										
Financial and Economics Expert	1 (Common for both Locations)																											
Environment Expert	1 ( Common for both Locations)																											
Socials Expert	1	1																										
37 .	Section Instructions Consultants Clause 21.1 Page 34	7: to The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:	A holistic evaluation of Personnel entails evaluation of numbers of years of work experience, the expert’s qualification, and the adequacy for the Assignment. In this regard, the Authority is requested to suggest on how CVs submitted by participating	CVs of Key Expert will be evaluated for each team.  (Details of marking are decided transparently before bid opening)																								

		<p>1. General qualifications (general education, training, and experience): 20 %</p> <p>2. Adequacy for the Assignment (relevant education, training, experience in the sector / similar assignments): 70%</p> <p>3. [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture or administrative system, government organization, etc.): 10 % .</p>	<p>bidders will be scored on the parameter ‘Adequacy for the Assignment (relevant education, training, experience in the sector / similar assignments): 70%’.</p> <p>Kindly clarify on the parameters of evaluation and weightage to be considered for each parameter for allotment of the subject 70% of the marks.</p>	
38	<p>Section 7: Terms of Reference</p> <p>Clause 4.3</p> <p>Page 72</p>	<p>The anticipated duration of the Assignment is 4 months commencing from effective date of contract. The Consultants shall submit 5 hard copies and 1 computer diskette (CD) in MS Office DOC &amp; PDF both of all reports and presentations in English.</p>	<p>Given the existing scope of work entailing detailed project report of 2 logistics parks including evaluation of suggested locations and detailed project report for external rail and road connectivity including preparation of master plan for the freight terminal, EY understands that the work on selection of suitable alignment for ensuring rail and road connectivity is subject to selection of identified land option for development of logistics parks. This in turn is subject availability of land for procurement and consensus of land owners from whom lands are to be procured.</p>	<p>Provision of Two teams against two locations have been made to take care of time needed.</p>

			<p>This will require multiple deliberations and interactions with concerned stakeholders, thereby the need for more time to conclude the Assignment.</p> <p>In this regard, it is suggested that the duration of the Project be changed to at least 8 months.</p>	
39	<p>FORM FIN-1</p> <p>FINANCIAL PROPOSAL SUBMISSION FORM</p> <p>Page 52,53</p>	<p>.....Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency}{Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.....</p>	<p>It may be appreciated that the work entails two teams working parallelly on two geographically different locations under common guidance of a Team Leader and Senior experts. The locations identified may differ in characteristics such as topography, connectivity, utilities, geotechnical features etc. and as such may need different studies and allied analysis. Further, since the teams need to be working on both the locations, there are allied additional expenses that may be incurred on each location.</p> <p>Hence, it is requested that the Authority allows to quote separately for two locations (say Rs. A for Kanpur and Rs. B for New Nilje), however the Authority may consider the total amount (<math>F=A+B</math>) for Financial Evaluation under Clause 27.1, Page 35.</p> <p>In this regard, the Authority is requested to modify the Form as follows:</p> <p><i>“....Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency}{Insert</i></p>	<p>The financial evaluation will be done on the basis of final amount which will also be mentioned in Fin-1. Separate bidding for each location is not allowed.</p>

			amount(s) in words and figures}, the breakup of which is as below:													
			<table><tr><td></td><td>Kanpur</td><td>New Nilje</td></tr><tr><td></td><td>(A)</td><td>(B)</td></tr><tr><td>Quote for location</td><td>{Insert amount(s) in words and figures}</td><td>{Insert amount(s) in words and figures}</td></tr><tr><td>Grand Total (A+B)</td><td></td><td></td></tr></table>		Kanpur	New Nilje		(A)	(B)	Quote for location	{Insert amount(s) in words and figures}	{Insert amount(s) in words and figures}	Grand Total (A+B)			
	Kanpur	New Nilje														
	(A)	(B)														
Quote for location	{Insert amount(s) in words and figures}	{Insert amount(s) in words and figures}														
Grand Total (A+B)																
			<i>The above is [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.....”</i>													

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Section 7: Terms of Reference  
Clause 4.2.2  
Page 71

The milestones and timelines of the assignment are given in the table below. The Key Deliverables and payment schedule, as percentage of the Agreement Value, linked to the specified deliverables are given below:

Sr. No.	Milestone	timeli ne (in from the date of comm encem ent (in month s)	Paymen t (in percent age of total fee)	
KD-1	Inception report (Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each task, sub-task and elements.	0.5	10% Payment on approval of report	
KD-2(a)	Feasibility Study Report of	1.5	20%	

In case of key deliverables and payment milestones, KD-3 and KD-4 outline the payment not being dependent on the delivery / approval of the deliverable for the other location. It is requested that same payment approach be followed for KD-1, KD-2(a) and 2(b).

In this regard, we request the Authority to kindly consider the following payment and delivery schedule:

			Fee for Kanpur (A)		Fee for New Nilje (B)
Sl.	Time (nth month)	Milestone for Location 1: Kanpur	Location Payment (%) of A (above)	Milestone for Location 2: New Nilje	Location Payment (%) of B (above)
KD-1	0.5	Inception Report	10%	Inception Report	10%
KD-2(a)	2.5	Feasibility Study Report	20%	Feasibility Study Report	20%
KD-2(b)	6	Detailed Project Report	30%	Detailed Project Report	30%
KD-3	7	Draft Final Report	30%	Draft Final Report	30%

It has been modified as below:

S. No.	Payment (in percentage of total fee)
KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report
KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report

Please see addendum no.2 in DFCCIL Website.

			New Kanpur - Task1 & New Nilje- Task2		Payment on approval of report			KD-4	8	Final Report	10%	Final Report	10%	
		KD-2(b)	Detailed Project Report of New Kanpur-Task1& New Nilje-Task2	3.0	20% Payment on approval of report									
		KD-3	Draft Final Report (New Kanpur- Task1 & New Nilje-Task2) (Presentation on DFR.)	3.5	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report									
		KD-4	Final Report (New Kanpur - Task1 & New Nilje - Task2) (Consultant will incorporate reply of queries raised in Presentation)	4.0	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report									
41	Section 2: Instructions to Consultants, Clause 17.7, Page 32	The proposals must be submitted no later than: Date: 27 December 2019 Time: 15:00					The Authority is requested to consider extension of the submission date to 10th Jan 2020.					The date has been extended upto 24.01.2020. Please see Addendum no.3 in DFCCIL website.		

42	Clause 3(b) and 3(c) Page 10	<p>Conflict of Interest</p> <p>b. Conflicting Assignments Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p> <p>c. Conflicting Relationships Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>	EY requests the Authority to remove 'Affiliates' from the clause.	The provision has been made in accordance with SRPF of World Bank.
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43	Addition of a New Clause		The Client 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 Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, 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	No change is required.
44	Addition of a New Clause		The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	No change is required.

## 5. CRISIL Infrastructure Advisory

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
45.	Section 2 – 3 (b) in Page 10	Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.	We request the client to kindly clarify whether any other company associated with the consultant cannot enter into any agreement with the employer for services relating to this particular project.	No change is required. The clause is self-explanatory.
46.	17.7 & 17.9 in Page 32	As per the bidding document, under the subject: Data Sheet: The Proposals must be submitted no later than: Date: 27 December 2019 Time: 15:00	In order to enable us to submit a competitive and high quality proposal, we request the Authority to kindly provide three weeks for proposal submission from the date of issuance of pre-bid clarifications.	The date has been extended upto 24.01.2020.  Please see addendum no.3 in DFCCIL Website.
47.	21.1 in Page 34	As per the bidding document, under the subject: Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: (iv) The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: a) The firm has completed similar assignments during last seven years. Similar assignment means: o Detailed Project Report of Logistics Park/Freight	We understand that the Terms of Reference for the proposed engagement has a major component of feasibility study. Therefore, prior experience of the Consultant in undertaking pre-feasibility studies, techno-economic feasibility studies and commercial and financial due diligence for transport and logistics projects shall enable the consultant to achieve the project objectives effectively. Further, experience of the consultant during last ten years can be considered for a detailed overview of	Modified as below:  a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:  Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which

		Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.	consultant's experience in similar or relevant assignments. Therefore, we request the Authority to kindly modify the criteria as: “The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: a) The firm has completed similar assignments during last ten years. Similar assignment means:				includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.																						
48.	4 in Page 71	As per the bidding document, under the subject: Output and deliverables:		We understand that the engagement shall require significant amount of primary interactions and field work. These activities are expected to consume a considerable amount of time. Also, the consultant shall incur significant expenditure in the initial phases of the project in these activities. Therefore, we request the Authority to kindly modify the timelines and payment schedule as:				It has been modified as below:																					
		<table><tr><td>S No.</td><td>Milestone</td><td>Timeline from the date of commencement (in months)</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD-1</td><td>Inception report(Task 1&amp; Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each</td><td>0.5</td><td>10% Payment on Approval of Report</td></tr></table>	S No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)	KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each	0.5	10% Payment on Approval of Report	<table><tr><td>S No.</td><td>Milestone</td><td>Timeline from the date of commencement (in months)</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD-1</td><td>Inception report(Task 1&amp; Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the</td><td>0.5</td><td>15% Payment on Approval of Report</td></tr></table>				S No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)	KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the	0.5	15% Payment on Approval of Report	<table><tr><td>S. No.</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD -3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD -4</td><td>20% (10% Task 1 &amp; 10% Task 2) Payment on Approval of Report</td></tr></table>	S. No.	Payment (in percentage of total fee)	KD -3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD -4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report
S No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)																										
KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each	0.5	10% Payment on Approval of Report																										
S No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)																										
KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the	0.5	15% Payment on Approval of Report																										
S. No.	Payment (in percentage of total fee)																												
KD -3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report																												
KD -4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report																												
								Please see addendum no.2 in DFCCIL Website.																					



49.	5 in Page 72 & 73	As per the bidding document, under the subject: Team Composition: Team Leader – should possess a minimum of 15 years’ experience..... .The Team Leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics or Business Administration.	We request the Authority to kindly modify the criteria as below: Team Leader – should possess a minimum of 15 years’ experience.....The Team Leader should have relevant Post Graduate professional qualification such as Economics, Transport Economics, Business Administration or Engineering	Modified as below:  The Team Leader should have – (i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg.  (ii) Professional qualification in Transport Economics or Transport management/ Planning or Business Administration is preferable.
50.	5 in Page 73	As per the bidding document, under the subject: Team Composition: Freight Transportation Experts (Task 1 & 2) must possess a minimum of 10 years’ experience.....The expert should have Degree in transportation planning/Logistics / Supply Chain.	We request the Authority to kindly modify the criteria as below: “Freight Transportation Experts (Task 1 & 2) must possess a minimum of 10 years’ experience.....The expert should have Degree in transportation planning/Logistics / Supply Chain/Business Administration/ Engineering”	Modified as below: The Freight Transportation Expert should have –  (i) Bachelor Degree and  (ii) professional qualification of Transportation planning/ Transport Management/ Transport Economics/ Logistics / Supply Chain is preferable  or  15 years’ experience in Railway working in Traffic subject at higher management level. It will also fulfil experience criteria.

51.	5 in Page 73	<p>As per the bidding document, under the subject: Team Composition:</p> <p>Financial and Economics Experts (Task 1 &amp; 2) must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in financial analysis / modelling for large scale transport logistics projects.....</p> <p>.....</p> <p>The expert should be an MBA (Finance) / Master's degree in Economics</p>	<p>We request the Authority to kindly modify the criteria as below:</p> <p>“Financial and Economics Experts (Task 1 &amp; 2) must possess a minimum of 8 years' experience, with increasing levels of responsibility with experience in financial analysis / modelling for large scale transport logistics projects.....</p> <p>...</p> <p>The expert should be an MBA (Finance) / Master's degree in Economics”</p>	<p>Modified as below:</p> <p>The Financial and Economics Expert should be an MBA (Finance)/PG Dip.(Finance)/ Master's degree in Economics or Commerce/ qualified Chartered Accountant</p>
52.	5 in Page 73 & 74	<p>As per the bidding document, under the subject: Team Composition:</p> <p>Industry Analysts (Market Experts) (Task 1 &amp; 2): must possess a minimum of 10 years' experience in market study, demand &amp; supply assessment of freight and logistics sector.....</p> <p>.....</p> <p>The expert should be an MBA (Finance) / Master's degree in Economics</p>	<p>We request the Authority to kindly modify the criteria as below:</p> <p>“Industry Analysts (Market Experts) (Task 1 &amp; 2): must possess a minimum of 8 years' experience in market study, demand &amp; supply assessment of freight and logistics sector.....</p> <p>The expert should be an MBA (Finance) / Master's degree in Economics/Masters in Engineering”</p>	<p>Modified as below:</p> <p>The Industry Analyst (Market Expert) should have</p> <p>(i) Bachelor Degree</p> <p>(ii) Professional qualification MBA (Finance) or (Marketing) / Master's degree in Economics or Commerce is preferable.</p>

53.	Section-8 17.4 in Page 89	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.	We request the authority to kindly modify the clause into following: “Except in case of the obligation of client to make timely payment, the failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract”.	The provision has been made in accordance with SRPF of World Bank.
54.	Section 8 Suspension in Page 90	The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.	We request the Authority that prior to the suspension a notice to be given to the Consultant to rectify the breach of its obligations.	The provision has been made in accordance with SRPF of World Bank.

55.	Section 8; Termination on Page 90	The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f).	We request the authority to kindly modify the clause into following: The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least thirty day (30) calendar days' written notice in case of the event referred to in (f).	No change is required.
56.	Section 8; 19.1.1 (c) on Page 90	If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;	We request the authority for the deletion of this provision.	The provision has been made in accordance with SRPF of World Bank.
57.	Section 8; 19.1.1 (e) on Page 91	If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;	We request the authority for the deletion of this provision.	No change is required.



58.	Section 8; 19.1.4 on Page 92	Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit Section 8. Conditions of Contract and Contract Forms (Lump-Sum) 92 inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.	We request the authority to kindly modify the clause as following: Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except the obligation of confidentiality set forth in Clause GCC 22.	No change is required.
59.	Section 8; 19.1.6 on Page 92 (b)	in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.	We request the authority for the deletion of this provision.	No change is required.

60.	Section 8; 21.1. on Page 93	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.	We request client to clarify whether any other company associated with the consultant cannot enter into any agreement with the employer for services relating to only this particular project.	The provision has been made in accordance with SRPF of World Bank.
61.	Section 8; 21.1.3 on Page 94	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.	We request client to clarify whether any other company associated with the consultant cannot enter into any agreement with the employer for services relating to only this particular project.	The provision has been made in accordance with SRPF of World Bank.
62.	Section 8; 24 on Page 94	Subject to additional provisions, if any, set forth in SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.	We request the authority for the deletion of this provision.	No change is required.

63.	Section 8; 23.1 on Page 105`	No additional provisions.	We request client to add following: “In no event will the aggregate liability of the Consultant ever exceed the amount of fees paid by Client to Consultant pursuant to the Proposal to which the claim relates during the twelve (12) month period immediately preceding the date such claim arose.”	No change is required.
64.	Section 8; 27 on Page 95	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.	We request the client to add following Clause: “The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the “Knowledge Material”) of the Consultant continue to remain those of the Consultant even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.”	No change is required.

65.	Section 8; 45.1 (a) on Page 106	Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale Des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.	We request the authority for the deletion of this provision.	The provision has been made in accordance with the Standard RFP of W.B.
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66.	Section 8; 45.1 (b) on Page 107	Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].	We request the authority to modify following: Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party.	The provision has been made in accordance with SRPF of W.B.
67.	Section 8; 45.1 (4) on Page 107 & Page 108	Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of	We request the authority for the deletion of this provision.	The provision has been made in accordance with SRPF of W.B.

		<p>the Consultant's home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>		
68.	Section 8; 45.1 (5) on Page 108	<p>Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];</p> <p>(b) the English language shall be the official language for all purposes; and</p>	<p>We request the authority to modify clause into following:</p> <p>Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];</p>	No change is contemplated.

		(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.	(b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction,	
69.	NA	Additional Clauses to the Draft Contract	We request the addition of the following clauses to the draft contract: Economic and Trade Sanctions: As of the date of this Agreement, (a) neither Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union (“Sanctions”), (b) Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Client’s knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of Client is the subject of Sanctions. For purposes of clause (c) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly	No change is required.

			<p>notify the Consultant if any of these circumstances change. If the Consultant reasonably determines that it can no longer provide the services to Client in accordance with applicable law, then the Consultant may terminate this Agreement, or any particular services, immediately upon written notice to Client.</p> <p><b>Anti- Bribery &amp; Anti-Corruption:</b>  Each Party represents, warrants and undertakes that:</p> <p>(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person</p>	
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			<p>being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a “person” is any individual, partnership, company or any other legal entity, public or private.</p> <p>(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.</p> <p>(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).</p> <p>(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy</p> <p>Non-Exclusivity:</p> <p>The Client acknowledges that Consultant or its associates may have other commercial transactions with the Client, other parties reviewed for the Client or referred in the agreement (if any) and the services provided under the agreement shall be on a non-exclusive basis.</p>	
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**6. Aarvee Associates Architects Engineers & Consultants Pvt. Ltd.**

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
70	Section 2 instruction to Consultant E. Data Sheet Clause 1604 @ pg. No. 32& & Clause 26.1@ pg No. 35	<p>Clause 16.4 The Financial Proposal shall be stated in the following currencies: Consultant may express he price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): yes Clause 26.1 Propose should be submitted in Indian Rupee only</p>	<p>While Clause 26.1 states that proposal should be submitted in Indian Rupees only. However, in Clause 16.4 allow Three foreign Currencies.</p> <p>Please Clarify</p>	<p>The proposal should be submitted in INR only.</p> <p>It is also mentioned that the Financial Proposal should state local costs in the Client's country currency (local currency i.e. INR)</p>
71	Section 2 Instruction to Consultants E.Data Sheet Clause 21.1 (iv) @ pg.No.34	<p>The firm has completed similar assignments during last seven years. Similar assignment means:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/CFS/Goods shed/Freight Village/Logistics hub etc.</p>	<p>Request you to consider "DPR for Port Development "as Similar Assignment. Accordingly suggest following modify the clause as mentioned below</p> <p>a) The firm has completed similar assignments during last seven years. Similar assignment means: b) Detailed Project Report of Logistics Park / Freight Terminal / ICD</p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean: Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line</p>

			/CFS/Port / Goods shed / Freight Village / Logistics hub etc.	Project Consultancy will be considered. Please see addendum no.2 in DFCCIL Website.
72	Section 3 Technical proposal-standard format Pg. No. 43&44	Form TECH-4 Description of Approach, Methodology, And Work plan in Responding to the Terms of Reference  Form TECH-4 Description of Approach, Methodology, and work plan for performing the assignment	Form TECH-4 may be numbered as TECH 4A and TECH-4B	Tech-4 in page no.43 should be considered as Tech format.  Please see addendum no.3 in DFCCIL website.
73	Section 7 Terms of Reference Clause No. 3.3, pg. No. 62	For the purpose of the study, the assignment is divided into two parts viz first part – Feasibility Study and after ascertaining the viability, second part – Detailed Project Report. As mentioned above the Consultancy services is proposed for two locations have been divided in two parts to be studied by two teams. Each task will be handled by one team separately. Each locations is a task	Certain studies have been conducted previously, will these be provided to bidder before bidding or after bidding.  To ascertain the length of topographic survey / Study area. This may be quantified in terms of length and area respectively Request for clarification	Previous studies will be shared with successful bidder/consultant. Land between proposed land for MMLP and the DFC station to be connected should also be studied to see the feasibility of connectivity of the MMLP land with DFC station.
74	Section 7 Terms of Reference	Task – 1: New Kanpur Task – 2: New Nilje (near to Mumbai)	We understand, each task shall be handled by one team separately.  Hence, Manpower of team should be accordingly built-up.	Yes, Except Team Leader, Key Experts will work task-wise separately.

	Clause No. 3.3, pg No. 62		<p>Request you to clarify, whether the total number of positions for above may be consider follows:</p> <ul style="list-style-type: none"> <li>• Team leader – 1 No;</li> <li>• And each position under clause 5.2 to 5.8 are required in 2 sets for two tasks.</li> </ul>	
75	Section 7 Terms of Reference Clause No. 3.4.8 (vii). Pg No. 66	Consultant will work out EIRR of the project and FIRR for individual stakeholder in the project in case of partnership of PPP models / BOT models. Consultant will carry out the bankability there of and WACC in terms of viability.	Request to elaborate the clause “Consultant will carry out the Bankability there of and WACC in terms of viability”.	Bankability and Weighted Average Cost of Capital of the project is implied in this para. A project which can attract financing by lending institutions as it has sufficient collateral, future cash flow and high probability of success is bankable.
76	Section 7 Terms of Reference Clause No 3.6.3 (vii) pg No. 69	Detailed design of structures, preparation of GAD and construction drawings and cross-drainage structures etc.	<p>We understand, detailed structural design and layout are part of study.</p> <p>These are quite detailed work of design component.</p> <ol style="list-style-type: none"> <li>1. Adequate /additional manpower as key expert to be designated in RPF for Chief Design Engineer</li> <li>2. And Time lines of deliverables should be increased by at least 4 months on account of design</li> </ol>	Yes

			<p>3. Who will review the designs &amp; Layout and how much time shall they take.</p> <p>4. Sr. Structural expert &amp; his team should be in-horde and shall not be outsourced.</p> <p>5. Design basis report and specifications shall be provided by client in the bid.</p> <p>6. Architectural requirements are not included in the REP. Hence it is considered that no Architectural interventions are required on the project. Request for confirmation</p>	<p>For Consultancy Study GGM/BD will be single window. Technical support will be taken laterally in DFC.</p> <p>Adopting International standard, Consultant will prepare designs and layout as per DFCCIL requirement and suitable to DFCCIL. In the above preparation, consultant will take care of DFCCIL standard &amp; specifications, SOD, Railway, Railway Engineering manuals/codes.</p>
77	General	Size input data	<p>We understand, Geo technical investigations are prerequisites for any structural design.</p> <p>However, only topography survey is on consultant scope. It is understood that representative / Confirmatory Geotechnical investigation, reports and recommendations shall be provided by client.</p> <p>Request for clarification.</p>	<p>Topography survey is required. Geo-tech investigation is not required.</p>
78	General	Rail connectivity	<p>A Rail connectivity and it's feasibility from the DFC yard/Line is established.</p>	<p>MD is the approving authority for rail connectivity.</p>

			<p>Who is the authority of approval of this connectivity?  What are the time frames?  Will there be any copies of exiting / approved ESP, SIP, land boundary details and all data from DFC/IR shall be provided by DFCCIL.</p> <p>Request for confirmation.</p>	<p>ESP, SIP etc of serving station will be provided by DFCCIL as needed.</p>
79	General	Minimum facilities/Structures	<p>We understand, provision of facilities in the Terminal/ layout and facilities shall be approved prior to getting into detailed design.</p> <p>Hence, we request you to kindly indicate minimum facilities/ structures to be planned and designed in the Bid Document.</p> <p>Request for consideration</p>	<p>Facilities/Structures will be suggested by the consultant according to projected traffic dealt in the proposed terminal.</p> <p>Model of the terminal showing desirable facilities is to be suggested by consultant.</p> <p>Adopting International standard, Consultant will prepare designs and layout as per DFCCIL requirement and suitable to DFCCIL. In the above preparation, consultant will take care of DFCCIL standard &amp; specifications, SOD, Railway, Railway Engineering manuals/codes.</p>
80	Section 7 Terms of Reference	Detailed project Report for External Rail connectivity of the proposed Logistics Park/ Freight Terminal with DFC	<p>We understand that the consultant shall plan rail connectivity of the proposed location with DFC.</p>	<p>This bid is for selection of consultant not for execution.</p> <p>No change is required.</p>

	Clause No. 305 (i) pg No. 68		<p>Since Rail connectivity study is involved only those firms who had been working on Railway project in Indian Railway and private Railway siding should be eligible for specified work.</p> <p>Adequate weightage in marks shall be given to</p> <ol style="list-style-type: none"> <li>1. Firms registered / working on Indian Railway connectivity projects last 10-15 yrs and</li> <li>2. As DFC standards and specifications need to be followed, firms who have worked on DFC projects like Alignment and structural designs.</li> <li>3. Firms having adequate skilled manpower on Railway domain (Civil, Electrical, S&amp;T, Operation and construction supervision) of railway projects.</li> </ol> <p>In view of above, request you to carryout necessary change in the Eligibility Criteria mentioned as Cl. No. 21.1 (iv, Section 2, page 34</p>	
81	Section 7 Terms of Reference	Output and deliverables: 4.1 The Consultants shall provide outputs and deliverables as specified in	The time required for Review of Document/ Compliance and formal approval appear to be not adequate.	No Change is required

	Clause No. 4 Pg. No. 71	clause 2, in a form and a manner acceptable to DFCCIL.  Out & deliverables. The Time lines are too tight.	This should be increased to 10 (Ten) months, and the internal budget should also be revised accordingly.	
82	Section 7 Terms of Reference Clause No. 5.1, Pg. No. 72	Team Leader – should possess a minimum of 15 years’ experience with increasing levels of responsibility in Logistics/ Infrastructure planning, establishing & evaluating multimodal linkage including rail/road/air/port.	Request to consider Metro Experience as relevant in continuation to Road / Rail. Accordingly, suggest following changes for consideration:  Team Leader – should possess a minimum of 15 years’ experience with increasing levels of responsibility in Logistics/ Infrastructure planning, establishing & evaluating multimodal linkage including Metro/rail /road/air/port.	Experience pertaining to freight will be considered. Only Passenger related experience will not be considered. Further, it has been modified as below: The Team Leader should have – (i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg. (ii) Professional qualification in Transport Economics or Transport management/ Planning or Business Administration is preferable.  Please see addendum no.2 in DFCCIL Website.
83	Section 7 Terms of Reference Clause No. 5.7, Pg. No. 74	Environment Expert (Task 1 & 2): must possess a minimum of 10 years ‘experience in environmental impact assessment, environment management plan and clean development mechanism related to transportation infrastructure projects preferably railway.	Preference is given to Railway project experience for this position. We understand, Environmental expert related to transport infrastructural project shall be adequate. Hence, request to delete “Preferable Railways	No change is required.



84	Section 7 Terms of Reference Clause No. 5.8, Pg. No. 74	Social Experts (Task 1 &2): must possess a minimum of 7 years' experience in social impact assessment, resettlement and rehabilitation, related to infrastructure projects, particularly linear projects. The candidate should be a graduate degree holder in social sciences and must possess good community facilitation skills.	Preference is given to linear projects experienced for this position.  We understand, Social expert related to infrastructure project shall be adequate. Hence, request to delete "particularly linear projects".	No change is required.
85	Section 7 Terms of Reference Clause No. 6, Pg. No. 74	It is desired that bidders have a full-fledged office in the region. In case bidders do not have an existing office in NCR; they shall be required to set up an office in NCR for Coordination of project activities with DFCCIL.	It is not clear whether the entire team should be work in office in NCR or only coordination team.  We understand that only coordination team shall be in existing/ proposed office in NCR  Kindly clarify.	Yes, only co-ordination purpose.  For the purpose of co-ordination between DFCCIL and Consulting firms is required.
86	III Special Conditions of contract  Clause No. 21b, Pg. No. 104	The client reserves the right to determine on a case-by-case basis whether the consultant should be disqualified from providing goods, works or non-consulting service due to a conflict of a nature described in clause GCC 21.1.3	We understand that consulting services like QA/ACBS or PMC will not attract any conflict of interest.  Request for confirmation.	Conflicts are not ruled out even in these cases. It depends on nature of relation between the jobs and the contractor/service providers.
87	III General Conditions of Contract Clause No. 30 pg. No. 96	Replacement of Key Experts:  30.1 Except as the client may otherwise agree in writing, no changes shall be made in the Key Experts.	We suggest the following additional para to be added.  In an unavoidable instance of replacement of expert, where in in case	Change is not required. Quality of work cannot be compromised.

		<p>30.2 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. In such case, the consultant shall forthwith provide as replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>	<p>of qualification and experience of the proposed expert is not equivalent then a rate reduction for each year or part off falling short @ 0.1% of awarded monthly remuneration for each position replaced shall be applicable.</p> <p>Request for consideration.</p>	
88	General		<p>a) What will happen if feasibility is not established?</p> <p>b) Can there be proposal of siding the takeoff station, along the corridor, to look for better viability/feasibility. Please clarify on Contract position and payment conditions.</p>	<p>Previous studies recommended the locations as viable.</p> <p>Feasibility can be for MMLP or simple model of freight terminal and provisions/facilities may differ in scale and type based on level of traffic. Hypothetically, there may be non-feasibility which will be required to be supported by serious reasons and logics and relevant data. In case of non-feasibility, payment upto stage of KD-2a will be made only.</p>

## 7. SREI Infrastructure Finance Ltd

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
89.	Clause 21.1 (iv) (a) on page no 34		<p>Eligible projects should include storage complex/silo/ transport terminals / port / container cargo terminal/ bulk cargo terminal which is extended definition of logistics and even industrial park which is relevant experience given logistics falls under industrial asset class</p> <p>Further, Experience of Feasibility Studies or Techno-Economic Feasibility Studies or DPR in logistics projects should be eligible as the given scope of work is similar in such assignments</p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>
90.	Clause 21.1 (iv) (b) on page no 34		Turnover criteria may be revised to INR 25 Crore given scale and value of consultancy and presence of boutique companies in this segment which might be smaller in turnover but rich in experience	Provision of JV is available for financially capable entities to associate.

91.	Clause 21.1 (iii) on page no 33		What is the recommended man month requirement of each key expert mentioned	Estimated input of key experts is 40 man month. It is also mentioned in Clause 14.1.2 of data sheet.
92.	General		Which specific engineering investigation or surveys consultant is expected to carry out and what output/detailing will you be seeking for, any Terms of reference you would recommend for such envisaged engineering investigation or survey works	Adopting International standard, Consultant will prepare designs and layout as per DFCCIL requirement and suitable to DFCCIL. In the above preparation, consultant will take care of DFCCIL standard & specifications, SOD, Railway, Railway Engineering manuals/codes. Topography survey is required. Geo-tech investigation is not required.
93.	General		Please share any previous study or report on these proposed sites	Relevant portions of previous studies will be shared with successful bidder/consultant.
94	Clause 3.3, Page no 62		".....Each task will be handled by one team separately. Each locations is a task....." Please clarify that if 2 sets of CVs are to be proposed in the technical proposal against each Key position such as Team leader, Freight Transportation Expert, Industry Analyst etc.	Provision of two tasks have been made only for teams which will perform location wise under one Team Leader. Task-wise two set of CVs are to be submitted. Single CV is to be submitted for a Team Leader.

95	Clause 21.1 (iii), Page no 33		If 2 sets of CVs are to be provided, please clarify the evaluation methodology to be adopted to evaluate Key Experts' qualifications and competence for the Assignment.	Details of marking are decided transparently before bid opening.
96	General		Since the teams for the 2 tasks for 2 separate locations are different and go parallel. Please clarify that if FORM FIN-2 , FIN-3 and FIN-4 are to be provided separately for each of the tasks	Two locations are listed under two tasks. Task-wise separate experts will work under a Team Leader for completion of single project as Consultancy Services.  Fin-1, Fin-2 and Fin-4 will be submitted as project. Only Task-wise breakdown of remuneration under Fin-3 will be submitted.

## 8. Deloitte Touche Tohmatsu India LLP

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
97.	Data Sheet Point 21.1 9 (iv)	Eligibility Criteria	<p>The authority has included IMLH/Air or Rail Cargo Terminals/Free Trade Warehousing Zone (FTWZ) and Integrated Manufacturing Zonal Industrial Parks (Including SEZs) among other in the eligibility criteria for the team (Page 72/73), whereas these are not part of the eligibility criteria for assignment for consulting firm.</p> <p>We request the above may also be included as part of the eligibility criteria for assignment for consulting firm.</p> <p>The Consultant requests the above may also be included as part of the eligibility criteria for assignment for consulting firm.</p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments means:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>

98.	2. Instructions to Consultants- Date Sheet Pg.no.34 Clause 21.1 (iv)	“The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: (a) The firms has completed similar assignments during last seven years.”	The Consultant requests an increase in tenure of similar assignments to ten years from the existing seven years. Such an increase allows for a fairer representation of all Consultant’s ability in the domain.	Modified as below:  a) The firms should have completed two similar assignments during last seven years.
99.	7. Terms of Reference Pg.no.62 Clause 3.4.3	Financial feasibility – A forecast plan about the funding required the type of funds, and projected P&L, Balance Sheet, Cash Flows etc. Consultant in needed to detail the assumptions made in the study and sensitivity analysis.”	On conducting the financial feasibility of the two tasks, while the Consultant can forecast the required funding, sources to raise funds is a subjective decision as basis terms acceptable to the Client. The Consultant thus request the deletion of the type of funds as a part of the financial feasibility task.	Type of funds as options and their pros and cons are to be studied and suggested.
100.	7. Terms of Reference 63 Point 3.4.4	Basic land requirement details for each location	This clause puts the onus of identifying the exact land details along with owners on the consultant. We would like to submit to the Authority that the consultant might not be in position to get the exact land details without help from the authority. We request the Authority to please advise the nature of support that the authority shall provide in identification of such land parcels.	A general idea about majority of land and ownership pattern is to be studied and garnered. If land parcel is also owned by public authorities that is required to be pointed out.

101	7. Terms of Reference Pg.no.64 Clause 3.4.5	“The consultant shall describe existing transport linkages (road, rail, domestic and EXIM) with proposed locations for Logistics Park/Freight Terminal. The consultant shall determine a suitable take off from rail network ensuring connectivity of Logistics Park/ Freight Terminal with rail and road network.	The Consultant requests an amendment to the stated clause mandating the consultant to describe existing transport linkages-rail and road-only for the finalized locations for Logistics Park/Freight Terminal.	No change is required.
102	7. Terms of Reference 3.4.12 (ii)	Undertake preliminary consultations with affected land owners/user and communities to elicit their concerns/ issues, if any in relation to the proposed project and current land usage.	The consultants feel that such an exercise might affect adversely on the land costs at this stage of project. We request the authority to delete this clause.	No change is required..
103	7. Terms of Reference Pg.no.70 Clause 3.6.8.2	“Consultant will prepare forecast Financial Statements which include Profit and Loss Account Balance Sheet, Cash Flow Statements and Taxation schedule (in line with applicable laws and standards).”	The Consultant would like to highlight that while conducting financial feasibility is plausible for such a study, forecasting financial statements and taxation schedules is an unreliable exercises as multiple inputs are to be fed into such statements at multiple points of time. In addition, such forecasts have often deemed to be highly unreliable and do not represent an accurate estimate/proxy for the actual/realized statements.  Thus, request for an amendment limiting the consultant’s task to conduct a financial feasibility study and to not forecast said statements.	It is considered appropriate to ask for estimated P&L account. Balance sheet cash flow statement, etc.



104	7. Terms of Reference Pg.no.72 Clause 4.2.2	<p>“The milestone and timelines of the assignment are given in the table below. The Key Deliverables and payment schedule, as percentage of the Agreement Value,...”</p> <table><tr><th>S. No.</th><th>Payment (in %)</th></tr><tr><td>KD-1</td><td>10%</td></tr><tr><td>KD-2 (a)</td><td>20%</td></tr><tr><td>KD-2 (b)</td><td>20%</td></tr><tr><td>KD-3</td><td>20%</td></tr><tr><td>KD-4</td><td>30%</td></tr></table>	S. No.	Payment (in %)	KD-1	10%	KD-2 (a)	20%	KD-2 (b)	20%	KD-3	20%	KD-4	30%	<p>The Consultants requests for an amendment to the payment terms with the suggested payment schedule:</p> <table><tr><th>S. No.</th><th>Payment (in %)</th></tr><tr><td>KD-2 (a)</td><td>25%</td></tr><tr><td>KD-2 (b)</td><td>25%</td></tr><tr><td>KD-3</td><td>25%</td></tr><tr><td>KD-4</td><td>15%</td></tr></table>	S. No.	Payment (in %)	KD-2 (a)	25%	KD-2 (b)	25%	KD-3	25%	KD-4	15%	<p>It has been modified as below:</p> <table><tr><th>S. No.</th><th>Payment (in percentage of total fee)</th></tr><tr><td>KD-3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD-4</td><td>20% (10% Task 1 &amp; 10% Task 2) Payment on Approval of Report</td></tr></table> <p>Please see addendum no.2 in DFCCIL Website.</p>	S. No.	Payment (in percentage of total fee)	KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report
S. No.	Payment (in %)																															
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KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report																															
105	7 Terms of Reference 72 point 4.3	Duration of the Project - 4 months	<p>Given the detailed scope of work, especially on finding and mapping land, conducting OD surveys etc., the current project duration of 4 months is too stringent for satisfactory completion of work and submission of quality deliverables. Thus, we request to extend the duration of project to 9 months. We also understand that the entire timeline excludes time taken by the Authority or other statutory bodies in providing clearances for the project deliverables. Please confirm.</p>	<p>The project requires to be completed in specific time line as per DFCCIL requirement. Therefore, it has provision of two teams under two tasks.</p>																												

106	Team Composition 5.5 Financial and Economics Experts	The expert should be an MBA (Finance)/Master's degree in Economics.	<p>We bring our attention to the word "Finance" used by the Authority for MBA. We submit to the Authority that there are a number of business schools in the country, which have integrated courses and do not give specific degrees of Finance / Marketing / HR.</p> <p>Further, most of the top tier business schools provide a post-graduate diploma in management as an equivalent of an MBA degree.</p> <p>Further, number of Chartered Accountants are also undertaking similar engagements and hence experts having CA may please be allowed.</p> <p>Therefore, we request the Authority to reword this clause to: "The expert should be a Post Graduate in Management /Economics/Chartered Account or equivalent"</p>	<p>Modified as below:</p> <p>The Financial and Economics Expert should be an MBA (Finance)/PG Dip.(Finance)/ Master's degree in Economics or Commerce/ qualified Chartered Accountant</p>
107	5. Team Composition Pg.no.73 Clause 5.6	5.6 Industry Analysts (Market Expert) "... The expert should be an MBA (Finance)/Master's degree in Economics"	<p>The Consultant would like to reiterate to the Client that there are a number of business schools in the country, which have integrated courses and do not give specific degrees of Finance/Marketing/HR.</p> <p>Further, most of the top tier business schools provide a post-graduate diploma in management as a equivalent of an MBA degree.</p>	<p>Modified as below:</p> <p>The Industry Analyst (Market Expert) should have</p> <p>(i) Bachelor Degree</p> <p>(ii) Professional qualification MBA (Finance) or (Marketing) / Master's degree in Economics or Commerce is preferable.</p>

			<p>Further, number of Chartered Accountants are also undertaking similar engagements and hence experts having CA may please be allowed.</p> <p>Therefore, we request the Client to reword this clause to:</p> <p>“The expert should be an MBA/Master’s degree in Economics.”</p>	
108	5. Team Composition 5.6	<p>5.6 Industry Analysts (Market Expert)</p> <p>The expert should have Degree in transportation planning/Logistics/Supply Chain</p>	<p>We believe that experience of this nature of work / in such infrastructure sectors is of more importance than the educational qualification. Therefore, we request the authority to include "Graduate in Economics/Commerce" in this clause.</p>	No change is required.
109	Date Sheet C. Submission Opening and Evaluation 32 17.7 and 17.9	<p>The proposals must be submitted no later than: 27-Dec-2019 by auditors appointed by the Bank.”</p>	<p>Given the nature of requirements for submitting a proposal including technical proposal, credentials, CVs, general approach and methodology, we request the Authority to please reconsider the submission deadline and provide more time to consultants to submit their best offer.</p> <p>In addition, the final teaming and proposal will significantly depend upon the responses provided by the Authority for the above mentioned queries.</p> <p>In this context, we would request the Authority to kindly extend the proposal due date as at least</p>	<p>The date has been extended for 24.01.2020.</p> <p>Please see Addendum no.3 in DFCCIL official website.</p>

			4 weeks from the issuance of clarifications by the Authority. This would enable us to prepare a responsive proposal and offer the best possible combination of experts, to deliver this assignment.	
110	2A Instructions to Consultants – Conflict of Interest 11 3c	"Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly..."	The Consultant requests the application of the stated conflict of interest clause to the assigned Consulting Team consisting of experts, non-experts and sub-consultants only, and not its entire employee base.  It is also our request to contextualize the term 'indirectly' as immediate relationships (for e.g. parents, siblings, etc.), as in its current context, it has an indefinite implication.	No change is required.
111	2A Instructions to Consultants - Fraud and Corruption 11 5.2	"In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub- consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank."	As a Consulting firm, we are bound by confidentiality agreements with our Clients, thereby in case of fraudulence; we can only permit access to the designated project office, records and accounts. Access to all our offices and accounts will lead to multiple counts of confidentiality breaches.  Thus, we request an amendment in the stated clause to allow inspection only at project specific office(s) and records.	The provision has been made in accordance with SRPF of World Bank.

112	6 Fraud and Corruption 60 2.2 e	"Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub- contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited	As a Consulting firm, we are bound by confidentiality agreements with our Clients, thereby in case of fraudulence; we can only permit access to the designated project office, records and accounts. Access to all our offices and accounts will lead to multiple counts of confidentiality breaches. Thus, we request an amendment in the stated clause to allow inspection only at project specific office(s) and records.	The provision has been made in accordance with SRPF of World Bank.
113.	7 Terms of Reference 71 4.2 Contract Forms (Lump-Sum)	"The milestones and timelines of the assignment are given in the table below. The Key Deliverables and payment schedule, as percentage of the Agreement Value, linked to the specified deliverables are given below..."	For smoother transitions between successive milestones, we request for the creation of a deemed acceptance period of 10 days from the submission of a key deliverable, within which the Client reviews the submitted assignment and initiates payment for the same. Provision of such a deemed acceptance period will result in fewer delays.	No change is required.
114	Conditions of Contract and Contract Forms (Lump-Sum) 91 19.1.4	"Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease/ except.."	We request the addition of another clause to initiate contract termination because of independence issues. Suggested amendment: "Consultant may terminate this Contract by a written notice to Client if Consultant determines that a law, regulation or anything having similar	Change is not possible, due to the provision has been made in accordance with SRPF of World Bank.

			import, or a circumstances (including cases where Client's ownership or constitution has changed), makes Consultant performance of the Contract impermissible or in conflict with independence or professional rules applicable to Consultant."	
115	8 Conditions of Contract and Contract Forms (Lump-Sum) 91 19.1.4 (iii)	"The Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection of investigation..."	We request the deletion of the stated clause as an inspection and audit at the firm level will lead to breaches of confidentiality agreement. If removal of the stated clause is intractable, we request an amendment that limits any inspection and audit only to the project specific office(s) and documents.	The provision has been made in accordance with SRPF of World Bank.
116	Conditions of Contract and 92 19.1.6 (a) Contract Forms (Lump-Sum)	"Payment for Services satisfactorily performed prior to the effective date of termination..."	We request the Client to pre-define acceptance criteria, methodologies and key performing indicators (KPIs) for each key deliverable. This removes any ambiguity, avoids delays in disbursement of project costs and contextualizes the usage of 'satisfactorily'.	The provision has been made in accordance with SRPF of World Bank.

117	8 Conditions of Contract and Contract Forms (Lump-Sum) 94 22.1	"Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services."	We request the Client to lay down criteria for the confidential treatment of any project related information, in addition to defining time bounds for such a treatment. Suggested amendment: "The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year."	The provision has been made in accordance with SRPF of World Bank.
118	8 Conditions of Contract and Contract Forms (Lump-Sum) 94 24.1	"The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by the Client..."	We request the deletion of the stated clause as we have appropriate and required insurance as per our firm's internal policies. In this case, we will not be able to bare any liability to undertake insurance as per the Clients policies.	The provision has been made in accordance with SRPF of World Bank.
119	8 Conditions of Contract and Contract Forms (Lump-Sum) 94 21.1.4 and Contract Forms (Lump-Sum)	"The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage/ either directly or the deliverable(s) and the cover invoice for the related lump-sum installment payment." indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.	We request an amendment that limits the applicability of the stated law only to the project team, and not to our entire firm. Due to the scale of operations of our firm, adhering to such a clause becomes difficult.	The provision has been made in accordance with SRPF of World Bank.

120	Conditions of Contract and Contract Forms (Lump-Sum) 95 27.1	"The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client."	We request the Authority to note that although the Consultant can give ownership of deliverables to the Authority, the pre-existing Intellectual Property Rights (IPR) in the deliverables shall still remain with the Consultant. In addition, we would request the Authority to kindly ensure the proper bifurcation of the documents and property to identify the IPR.	No change is required.  Pre-existing IPR of the consultant will remain with the consultant.
121	Conditions of Contract and Contract Forms (Lump-Sum) 98 37.1	"Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant."	We request the addition of a clause mandating the allocation of key personnel by the Client for negotiations of any ad-hoc payments to be paid to the Consultant for undertaking tasks defined outside the scope of the Terms of Reference (ToR).	No change is required.
122	Conditions of Contract and Contract forms (Lump-Sum) 99 41.2.2	"The Lump-Sum Instalment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable (s) and the cover invoice for the related lump-sum instalment payment."	We request an amendment for shortening the billing and payment period to 30 days. This would ensure no delays in terms of delivery of successive milestones, overall project timelines and our lump-sum instalment fees.	No change is required.
123	8 Conditions of Contract and Contract Forms (Lump-	"The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the	We request an amendment for shortening the deemed period for final payment to 60 days.	No change is required.



	Sum) 100 41.2.3	Client unless the Client within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report."		
124	8 Special Conditions of Contract 105 Part III 24.1	NA	Additional clause sought: "Notwithstanding anything contained in the contract, Client agrees that the Consultant shall not be liable to Client, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the Consultant. In no event shall the Consultant, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract."	No change is required.
125	Special Conditions of Contract 707 Part III a5.1 (a), (b) & (c)	"...an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.9., the Federation Internationale des Ingenieurs-	We request the adoption of Indian Council of Arbitration for the settlement of any disputes as both the Client and Consultant have their registered offices in India.	It may be decided at the time of negotiation in accordance with provision of World Bank guideline.

		Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list..."		
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## 9. Indian Port Rail & Ropeway Corporation (IPRCL)

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
126.	Para 21.1 of Section 2		As per Para 21.1 of Section 2, experience of the firm required should not be less than 7 years. As per the TOR given in Para 5 of Section 7, the level of experience for the project team members varies from 10 to 15 years. If the applicant firm has employees/experts who have experience as per the stipulations for the team composition given in Section 7 then it will not be correct to make the applicant firm ineligible Considering the stipulation of 7 years given in Para 21.1 of Section 2.	Experience period for firm/applicant is different from experience of experts.
127	Para 1 of Section 1,		As per Para 1 of Section 1, the client will apply a portion of the proceeds of IBRD loan to eligible payments under the contract for which the RFP has been issued. It is understood that Western DFC is being funded by JICA and not by IBRD. Will the payments for task 2 i.e. New Nilje be also covered under the funding from IBRD?	This project is funded by World Bank for DFCCIL not for particular Corridor. Tender is with World Bank funding.
128	General		Can DPR, PMC and execution of rail connectivity to MMLP projects should be considered as the relevant experience for the assignment?	PMC and Execution of connectivity is not experience in this case
129	General		Can port terminal be considered as the freight terminal and DPR for the same can be considered for the DRFP?	Yes, If Port has freight terminal and Consultancy for DPR does not have rail element, additional consultancy experience of rail yard/siding/Main line will be required.
130	General		Is there any specific format for power of Attorney?	No

131	General		There are two forms of TECH-4 at page 43 and 44. Which Tech-4 have to be followed?	Tech-4 in page no.43 should be considered as Tech format. Please see Addendum no.3 in DFCCIL website.
132	General		Should the work schedule and planning for deliverables mentioned in Tech-5 should be combined for both the projects or it should be submitted for each project?	Yes, task-wise information is required to submit.
133	General		It is mentioned in the Tech-6 that, Home means work in the office in the expert's Country of residence. Field work means work carried out in the Client's Country. As our head office is at Mumbai, should the work of New Kanpur be considered as Field?	It has been clarified under footnote no.3 of the Tech-6.
134	General		Why two key team members are required separately for the two projects? Why key team members cannot be same for both the projects.	The project requires to be completed in specific time line as per DFCCIL requirement. Therefore, it has provision of two teams under two tasks.
135	General		Should details of the land plans including the land ownership be covered in the Feasibility Report?	Basic land details with ownership pattern is required. Lands under Industrial Authority, Urban Development Authority, other public authority etc. to be indicated.
136	General		It is not clear whether approval shall have to be obtained by the successful bidder from Indian Railway's for the feasibility report as well as the DPR?	No, approval on the reports under deliverable will be given by the DFCCIL.
137	General		As detailed design and drawings have to be submitted for the most suitable alignment for the external rail and road connectivity including structures inside MMLPs for the both the projects, will geotechnical investigation be undertaken at the time of DPR or in the feasibility report?	Topography survey is required. Geo tech investigation is not required.

138	General		Is detailed design inside the MMLP has to be undertaken like warehousing facility and for other facilities like Customs Building, Administrative Building, Banks etc.	Adopting International standard, Consultant will prepare designs and layout as per DFCCIL requirement and suitable to DFCCIL. In the above preparation, consultant will take care of DFCCIL standard & specifications, SOD, Railway, Railway Engineering manuals/codes. Standard topography survey is required necessary for ensuring suitability for laying railway yards, moving and working of heavy equipments/cranes, machineries, erecting warehouses etc.
139	General		Keeping in view the TOR, separate Railways planning expert (required for 3054 of Section 7) and Road Expert (required for 3.7 of Section 7) may be included in the team for both projects for smooth execution.	No change is required.
140	General		The educational qualifications for warehousing and warehousing related logistics experts (5.2) and freight transportation experts (5.4) of Section 7 are very restrictive that expert should have a degree in transport planning / logistics / supply chain management. The experts who have domain knowledge of these fields and have worked in Railways/ major logistics companies like CONCOR but do not have the mentioned educational qualifications will not be eligible.	Please see Addendum no.2 in DFCCIL website.
141	General		Based on the extensive TOR, the time frame should be made up to 06 Months for completion of the project from 04 months? Similarly, all the timelines for the deliverables may be increased suitably.	No change is required

142	General		Identification of the land is a part of TOR. Will DFCCIL help the consultant for finding out the land locations identified in the previous studies?	It has been indicated in the TOR.
143	General		As per Fin – 4, consultant will provide the break-down of reimbursable expenses. Are these costs part of the lump sum contract or it will be reimbursed on actual basis?	Yes, these costs are part of the lump sum contract.
144	General		Is the total financial proposal inclusive or exclusive of GST?	GST or other tax if any has to be mentioned in the financial proposal separately.
145	General		Is it a mandatory requirement for opening an office in NCR as the consultancy is only for 4 months?	It is required for co-ordination purpose.
146	General		As per deliverable schedule, each task will start after approval of the previous form DFCCIL. There is no lead time kept for approval of the milestone for approval of DFCCIL.	Approval will be given in appropriate time.
147	General		In Section 7, in Para 3, it is mentioned that M/s RITES had submitted Techno Economic Feasibility Study with DPR of Multimodal Logistics Part at Kanpur (Task 1) and that IPRCL had submitted the Pre-Feasibility Report for logistics part at New Nilje (Task 2). Will these 2 final report be shared with the Bidders?	Previous studies will be shared with successful bidder/consultant.

**10. Ardanuy Ingenieria S.A.**

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
148	Pg-34 Section 2. Instructions to Consultants – Date Sheet Clause 21.1 (iv) (b)	Clause 21.1 (iv) (b) the firm should have an annual turnover of at-least INR 50 Cr. during the three financial year's i.e. FY 2018-19, 2017-18 & 2016-17.	We understand DPR is a small part of any contract and a firm need not have turnover of 50 Cr. for such projects. We request you to kindly lower this criterion down, that'll allow a healthy competition. Kindly Clarify.	Provision of JV takes care of financial requirement, if any partner has given turnover.
149	Pg-34 Section 2. Instructions to Consultants – Date Sheet Clause 21.1	Clause 21.1 (ii) (a) Technical approach and methodology 05 (b) Work Plan 20 (c) Organization and Staffing 20	We understand all three categories should carry following weightage: (a) Technical approach and methodology 05 (b) Work Plan 10 (c) Organization and Staffing 20	No change is required.
150.	General	General	Will this assignment have any conflict with upcoming PMCs for the same project? Kindly Clarify.	Yes.

# 11. CBRE South Asia Pvt Ltd

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
151	Page 34, Date Sheet, Point 21.1, sub point (iv)	<p>21.1, sub point (iv) “The firms have completed similar assignments during last seven years. Similar assignment means:</p> <ul style="list-style-type: none"> <li>Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.”</li> </ul>	<p>We request the Authority to kindly ALLOW applicants to claim experience for Feasibility Studies/Strategic Advisory Services undertaken in the highlighted domains. Further, we request the Authority to kindly allow ongoing projects.</p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>
152	Page 34, Date Sheet, Point 21.1, sub point (iv)	<p>21.1, sub point (iv) “The firm has completed similar assignments during last seven years. Similar assignment means:</p> <ul style="list-style-type: none"> <li>Detailed Project Report of Logistics Park/Freight</li> </ul>	<p>We understand that the client is looking forward to applicants having experience of working in domains like “Logistics Park/Freight Terminal/ICD/CFS/Goods</p>	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p>



		Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.”	shed/Freight Village/Logistics hub, etc.” However, such developments are often a part of Integrated Industrial Parks, Free trade zones or Special economic zones. We thereby request the authority to kindly allow applicants to showcase their experience for studies undertaken in Industrial Parks, SEZs/FTZs etc.	Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.						
153	Page 72, Deliverable and Payment Schedule	Deliverable and Payment Schedule “Draft Final Report (New Kanpur-Task 1 & New Nilje-Task 2) (Presentation on DFR).”-20%	In our understanding the consultant would have incurred the maximum project cost by the submission of the draft report. We thereby request the Authority to kindly release 30% of the payment on submission of the Draft Report. The Final report shall ideally encompass clarifications and reply to queries on the draft report. We understand that 20% of the fee is adequate for the same exercise. We request the Authority to kindly consider the same.	<div>It has been modified as below:<table><tr><td>S.No.</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD-3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD-4</td><td>20% (10% Task 1 &amp; 10% Task 2) Payment on Approval of Report</td></tr></table></div> <div>Please see addendum no.2 in DFCCIL Website.</div>	S.No.	Payment (in percentage of total fee)	KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report
S.No.	Payment (in percentage of total fee)									
KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report									
KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report									

154	Page 63, Clause 3.4.4	Clause 3.4.4 Basic Land Requirement details for each project.	We request to authority to kindly clarify whether any specific land parcels have been already identified by the Authority. If so we request for the details and area of the same land.	Information may be shared with successful bidder.
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## 12. Knight Freank (India) Private Limited

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
155.	Clause 27 Proprietary rights of the Client in Reports and Records	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client.	The software/s used by the consultant are not exclusive for the subject proposal/project. It is requested that the same should be excluded from the Proprietary Rights of the Client.	Agreed.
156.	Clause 41.2.2 & Clause 14.1 SCC	The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s)	It is requested that the approval and release of payments should be within thirty (30) days considering the project timeline of four (4) months.	No change is required.
157	Clause 14.1 SCC	The time period shall be four months.	Considering the scope of work under the assignment, preliminary social and environmental screening and field-based activities, it is requested that the project timeline be increased to 6-8 months.	No change is required.

158	Section 2; Clause 21.1 (iv)	<p>The eligibility criteria for assignment for Consulting firms (“Consultants”)</p> <ul style="list-style-type: none"> <li>Detailed Project Report of Logistics Park/Freight, Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.</li> </ul>	It is requested that “Feasibility studies” of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc. may also be considered as eligible assignments.	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>
159	Terms of Reference Clause 3.4.4 (xiii)	Statutory Clearance required in accordance with cargo nature, location and services contemplated by the proposed freight terminal/logistics park/Goods shed.	The consultant’s role would be limited to the identification of the statutory clearance requirements only. Please clarify.	Yes, Consultant may detail the statutory clearance which will be required at the time of implementation of the project.

160	Terms of Reference Clause 3.4.12 (ii)	Undertake preliminary consultations with affected landowners/users and communities.	Request clarifies on the number of community/public consultations to be conducted and percentage coverage of affected landowners/users.	General feedback and consultation in the area will be undertaken and formal consultation is not required.
161	Terms of Reference Clause 5.7	Environment Expert (Task 1 & 2): Must possess a minimum of 10 years' experience in environmental impact assessment, environmental management plan and clean development mechanism related to transportation infrastructure projects preferable railways.	It is requested that relevant experience may include road sector projects. Under the qualifications, post graduate degree in Environmental Planning may be included.	No change is required.

**13. Tractebel Engineering Pvt Ltd.**

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
162	Section 2-Bid Data Sheet, Clause 21.1, pg-34	Similar assignments means: Detailed Project Report of Logistics Park/ Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc.	<p>This project of logistic park is forward integration of goods terminal on dedicated freight network. The scope of work encompasses Feasibility Studies and also preparation of DPR. We understand experience of preparing Master Plan/ DPR/ Feasibility Studies in integrated terminal development for railways, airports, etc. will add considerable value in this project. On this context we request you to amend the definition of Similar assignments as:</p> <p>Master Planning / Mobility Planning/ Feasibility Studies/ Detailed Project Report of Logistics Park/ Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub/ Railway Station/Airport/Townships (with TOD Facilities), etc.</p>	<p>Modified as below:</p> <p>Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>

163	Section 7 - TOR, Clause 4.3 , pg-72	Duration of the Assignment is 4 months	<p>As per our Past experience in similar assignment we understood that 4 months' time for completion of Feasibility reports and Respective DPRs are very stringent and not feasible to complete the study as per detail scope given in RFP. Ideally it should be minimum 8 months subject to timely approvals from DFCC.</p> <p>Therefore, it is requested to amend the schedule of deliverables as suggested:</p> <p>KD-1: Inception Report – T0 + 1 Month.  KD- 2 (a): FSR of Kanpur &amp; Nilje – T0 + 3 months  KD- 2 (b): DPR of Kanpur &amp; Nilje – T10 + 6 months  KD-3: Draft Final Report – T10 + 7 months  KD-4: Final Report – T0 + 8 months</p>	No change is required.
164	Section 7 – TOR, Clause 5.1, page- 72	Team composition – Team Leader	<p>Since the scope of work is a mix of Feasibility Study cum DPR, the team leader needs to have a thorough understanding of Engineering and in transport domain. We request that experts with Graduate in Engineering and Post-Graduation in Civil Engineering/Transport planning/Transport Engineering/Regional &amp; Urban Planning</p>	<p>Modified as below:</p> <p>The Team Leader should have – (i) Degree (Graduate) in Economics/Commerce/Finance/ Civil/Mechanical Engg.</p> <p>(ii) Professional qualification in Transport Economics or Transport</p>

			should be considered for the profile. Kindly confirm.	management/ Planning or Business Administration is preferable.  Please see addendum no.2 in DFCCIL Website.
165	Section 7 – TOR, Clause 5.7, page- 74	Environment Expert (Task 1 & 2): Expert should be a graduate degree holder in Civil/Environmental Engineering or equivalent preferably Post Graduation in Environmental Engineering or equivalent.	It is requested to also consider Graduate in Science with Post Graduation in Environmental Engineering/Environmental Science.  Please Confirm.	Modified as below:  The Expert should have Bachelor Degree in Civil Engg./ Environmental Science and professional qualification of Post Graduate in Environmental Science/Engg. in Environment is preferable.  Please see addendum no.2 in DFCCIL Website.
166	Section 7 – TOR Clause 5.8, pg – 74	Social Experts (Task 1 & 2): must possess a minimum 7 years' experience in Social impact assessment, resettlement and rehabilitation, related to infrastructure projects. Particularly linear projects. The candidate should be a graduate degree holder in social sciences and must	It is requested to also consider Graduate/Post Graduate in Anthropology. It is a equivalent to Social Sciences for the study of human societies and cultures and their development.  Please Confirm.	No change is required.



		possess good community facilitation skills.		
167	Terms of references 3.4.6 Market Survey and demand assessment of Traffic Page 64	Market Survey and demand assessment of Traffic-  (iii) To establish cargo mobility demand and the quantum of the present day inward and outward cargo flows (commodity-wise) by rail, road, water and air. This will include O-D wise traffic movement through major inlet and outlet routes (NHs and SHs) connecting the area of influence of the project.	For type of Surveys such as Origin-destination Survey, Parking Survey, Traffic Volume Count etc., Sample Size has not been clarified.  We understood that it will be based upon consultant methodology.  Please confirm.	The clause is self-explanatory.  Sample sizes should be adequate enough to holistically represent the market potential and pattern.
168	Terms of References 3.5 Detailed Project Report for External Rail connectivity of the proposed	ii. The consultant shall review and evaluate the feasibility of rail connectivity by undertaking field surveys, as required, to also identify structures/obstruction and other important details/features along with	There are lot of other investigation/surveys required to complete the Detailed Project Report such as topographical survey, centre line survey, Geo tech investigation etc" To place all bidders on same platform, It is requested to provide the detail technical specification for survey & investigations.  Please confirm.	Topography survey is required. Geo tech investigation is not required.  Standard topography survey is required necessary for ensuring suitability for laying railway yards, moving and working of heavy equipments/cranes, machineries, erecting warehouses etc.

	Logistics Park/Freight Terminal with DFC Page 68	<p>various proposed alignments.</p> <p>iii. After assessing most suitable alignment, the Detailed Project Report (DPR) including Detailed Design and drawings shall be submitted. Detailed survey and design shall be done as per the DFC standard and specifications.</p>		Adopting International standard, Consultant will prepare designs and layout as per DFCCIL requirement and suitable to DFCCIL. In the above preparation, consultant will take care of DFCCIL standard & specifications, SOD, Railway, Railway Engineering manuals/codes.
169	<p>Terms of References Environmental considerations of selected option(s)</p> <p>Page No.: 67</p>	<p>3.4.11 Environmental Considerations of selected option(s)</p> <p>(i) Evaluate suitability of candidate/selected site(s) from an environmental perspective. The consultant should use a matrix approach to determine which of the Safeguards Policies of the World Bank apply at each location and reasons thereof.</p>	<p>There are specific Accredited consultant approved by the ministry of environment and forest (MoEFCC) to conduct the Environmental impact Assessment and its Approval from authority. We understood that FS-cum-DPR consultant will have to provide technical support only to the assigned consultant for EIA" EIA &amp; Environment clearance (if required) will be obtained by EIA consultant.</p> <p>Please clarify.</p>	<p>Consultant will enlist and explain the statutory clearance which will be required at the time of implementation of the project.</p> <p>TOR for EIA will be prepared by the consultant.</p>

		(ii) Provide inputs to ToR for EIA to be prepared in line with the EMF for the DFCC projects to scope out the study required for preferred options/location.		
170	Terms of References 4. Output and deliverables: Page No.: 71-72	4.4. The work will be completed within the stipulated time period. However, in exceptional circumstances it can be extended with approval of DFCCIL subject to: (a) No additional payment will be made and (b) No price revision will be made.	If the delay due to exceptional circumstances which is beyond the consultant scope and control, we request DFCCIL to consider price revision on prorated basis for the extended time and it should be on mutually agreed terms and conditions. Please confirm.	No change is required
171	Data Sheet Clause 17.7 & 17.9 at Page 32	The Proposals must be submitted no later than: Date: 27 December 2019 Time: 15:00	Bidder is requested to provide at least 3 weeks' time for the submission of proposal after issue of reply of pre-bid queries.	No change is required
172	Section 7 Terms of Reference,	Warehousing and warehousing related logistics Experts (Task 1 & 2) – should possess a	It is requested to also consider expert should be Graduate with professional qualification in transport economics, logistics/supply	Modified as below:  The Warehousing and warehousing related Logistic Expert should be a Graduate. Professional qualification in

	Subclause 5.2 Page No. 73	minimum of 10years' experience as warehouse/logistics operator..... The expert should be a Graduate with professional qualification in transport economics, logistics/supply chain management.	chain management/Master's in Business Administration. Kindly confirm	transport economics, logistics/ supply chain management/Civil or Mechanical Engg., Warehouse Management is preferable.  Please see addendum no.2 in DFCCIL Website.
173	Section 7 Terms of Reference, Subclause 5.3 Page No. 73	Infrastructure Experts and Logistics Planners (Task 1 & 2) – should have Experience of 10 years in planning & design of large scale logistics infrastructure ..... The expert should have Degree in Engineering or equivalent degree	It is requested to also consider Infrastructure experts and Logistic Planners should have degree in Bachelor of Architecture or Master's in Town Planning. Kindly confirm	Modified as below:  Infrastructure expert should have Bachelor Degree in Civil/Mechanical Engineering/Architecture.  Please see addendum no.2 in DFCCIL Website.

**14. Drongo Advisory Services Private Limited**

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
174.	General		It is requested that Time line of 4 months may be extended to six months as detail engineering is also to be done.	The project requires to be completed in specific time line as per DFCCIL requirement. Therefore, it has provision of two teams under two tasks.
175.	General		Whether Team Leader is required to be from the lead partner in the JV or otherwise?	Not essential from lead partner, it may be either lead partner or JV member.
176	General		Are the certificates in support of qualification/experience of consultant and key experts to be submitted along with tender?	Not required, provision of certification (undertaken) by Key Expert and verified by Authorised Signatory has been made in Tech-6 for CV.
177	General		Whether the DPRs for rail and connectivity as per para 3.5&3.6 respectively will require approval from the concerned authorities?	Yes, acceptability of report will be reviewed.
178	General		Since vide para 3.6.3 detailed engineering drawings for construction are required to be prepared, does the geo-technical and soil	Topography survey is required. Geo-tech investigation is not required.

			testing will be the part of the scope of the work?	
179	General		As per para 21.1 (iv) (b), the turnover of INR 50 Cr. is to be from consulting business or from the total annual turnover?	It is total annual turnover of the applicant/JV.
180	General		Refer para 21.1 (iv) (a), experience of Feasibility Studies or techno Economic Feasibility studies for logistics projects should be eligible.	<p>Modified as below:</p> <p>a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:</p> <p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>

15. **M/s. Darashaw & Company Private Limited**

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries																		
181	General	Joint Venture	From RFP document, We understand that JV partner is allowed. It is requested to confirm the same with number of partners allowed.	Yes, JV partner is allowed. Numbers are not specified.																		
182	Section 2. Instruction to Consultants C. Submission, Opening & Evaluation Page No. 34	The firm has completed similar assignments during last seven years.	Client is requested to consider following clause for evaluation purpose. The firm has completed similar assignments during last <b>ten</b> years.	Modified as below:  a) The firms should have completed two similar assignments during last seven years.  Please see addendum no.2 in DFCCIL Website.																		
183	Section III – Special Conditions of Contract	Payment Terms	Client is requested to consider the payment terms as per follows. <table border="1"><thead><tr><th>S.No.</th><th>Payment (in percentage of total fee)</th></tr></thead><tbody><tr><td>KD-1</td><td>10%</td></tr><tr><td>KD-2A</td><td>25%</td></tr><tr><td>KD-2B</td><td>25%</td></tr><tr><td>KD-3</td><td>30%</td></tr><tr><td>KD-4</td><td>10%</td></tr></tbody></table>	S.No.	Payment (in percentage of total fee)	KD-1	10%	KD-2A	25%	KD-2B	25%	KD-3	30%	KD-4	10%	It has been modified as below: <table border="1"><thead><tr><th>S. No.</th><th>Payment (in percentage of total fee)</th></tr></thead><tbody><tr><td>KD-3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD-4</td><td>20%</td></tr></tbody></table>	S. No.	Payment (in percentage of total fee)	KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD-4	20%
S.No.	Payment (in percentage of total fee)																					
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				<div>(10% Task 1 &amp; 10% Task 2) Payment on Approval of Report</div>
				Please see addendum no.2 in DFCCIL Website.
184	Section 2. Instruction to Consultants C. Submission, Opening & Evaluation Page No. 32	Last Date/Time of Submission of Online Bids: 06/01/2020	Client is requested to extend the submission date for at least 15 days from the date of issue of pre-bid queries reply.	Proposals will be submitted off-line. Last Date/Time of Submission of Online Bids: 24/01/2020 Please see Addendum no.3 in DFCCIL website.



## 16. PricewaterhouseCoopers Private Limited

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
185	Section 2 Instruction to Consultant E. Data Sheet Clause 21.1	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs).	We understand the evaluation of the proposal is based on Technical expertise which the consultant brings on during the execution which is exhibited from the maximum weightage given to the “Key Experts’ qualifications and competency for the Assignment”. Therefore, we would like the Client to consider the following marking scheme: (i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10] (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [30] a. Technical Approach & Methodology: 05 15 b. Work Plan: 05 c. Organisation and Staffing: 20 Presentation on Technical Approach & Methodology: 10	No change is required.
186	Section 2 Instruction to Consultant E. Data Sheet Clause 21.1	Key Experts’ qualifications and competence for the Assignment.	We understand that there is scoring breakup for the qualification and adequacy of the assignment for the experts that are proposed in the RFP. However, to bring more objectivity in the evaluation of the experts’ qualification and adequacy of the assignment, we would like the Client to consider the following evaluation methodology:	Noted, details of marking are decided transparently before bid opening. Evaluation deliberation in Bid document will stand good.

			<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20% 25%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 70%</p> <p>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) with maximum weightage of 75% with following weightage for fulfilment of minimum requirement and additional marks in case of more qualification / experience than minimum requirement</p> <table><tr><th>Expert</th><th>Minimum Requirement</th><th>Weight age for Fulfilment of minimum requirement</th><th>Additional weightage in case of more qualification / experience than minimum requirement</th></tr><tr><td>Team leader</td><td>15 assignments covering: Logistics/ Infrastructure Planning, establishing &amp; evaluating multimodal linkages including rail/road/air/port. Appropriate experience in planning and design of facilities relating to integrated development of projects like logistics parks,</td><td>70%</td><td>3% per additional assignment up to a maximum of 10 additional assignments</td></tr></table>				Expert	Minimum Requirement	Weight age for Fulfilment of minimum requirement	Additional weightage in case of more qualification / experience than minimum requirement	Team leader	15 assignments covering: Logistics/ Infrastructure Planning, establishing & evaluating multimodal linkages including rail/road/air/port. Appropriate experience in planning and design of facilities relating to integrated development of projects like logistics parks,	70%	3% per additional assignment up to a maximum of 10 additional assignments
Expert	Minimum Requirement	Weight age for Fulfilment of minimum requirement	Additional weightage in case of more qualification / experience than minimum requirement											
Team leader	15 assignments covering: Logistics/ Infrastructure Planning, establishing & evaluating multimodal linkages including rail/road/air/port. Appropriate experience in planning and design of facilities relating to integrated development of projects like logistics parks,	70%	3% per additional assignment up to a maximum of 10 additional assignments											

				FTWZ, SEZ, ICD, Industrial Estates, rail freight terminals etc.			
			Warehousing and warehousing related Logistics Expert	5 assignments covering: Experience as warehouse/logistics operator, in logistics service provider of freight transportation, in design of large-scale warehouses for infrastructure projects (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs))	75%	5% per additional assignment up to a maximum of 5 additional assignments	
			Infrastructure Expert and Logistics Planner	5 assignments covering: Planning & design of largescale logistics infrastructure projects (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs))	75%	5% for per additional assignment up to a maximum of 5 additional assignments	
			Freight Transportation Expert	8 assignments covering: Traffic study for rail, road, air & waterways, inbound/	75%	5% for per additional assignment up to a	

				outbound logistics of large infrastructure project related to freight transportation like (IMLH/ Logistics Park/ Inland Container Depot/ Airpor based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs)		maximum of 5 additional assignments	
			Financial and Economics Expert	10 assignments covering: Financial analysis / modelling for large scale transport logistics projects, market study, demand & supply assessment of freight and logistics sector, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.	80%	% per additional assignment up to a maximum of 5 additional assignments	
			Industry Analyst (Market Expert)	5 assignments covering: Market study, demand & supply assessment of freight and logistics sector, freight business planning and marketing and pricing in the area of logistics parks/freight terminal/ICD	70%	5% per additional assignment up to a maximum of 6 additional assignment	
			Environment Expert	10 assignments covering: Experience in environmental impact assessment, environmental management	80%	2% per additional assignment up to a maximum of	

				plan and clean development mechanism related to transportation infrastructure projects preferably railways		10 additional assignment	
			Social Expert	assessment, environmental management plan and clean development mechanism related to transportation infrastructure projects preferably railways	75%	2.5% per additional assignment up to a maximum of 6 additional assignment	
187	Section 2 Instruction to Consultant E. Data Sheet		In the data sheet the evaluation criteria for “Expert” is provided while in Section 5 (Team Composition) the requirement of Experts (Task 1 & 2) is given. We request the Client to kindly clarify the requirement is of 1 (One) Expert or 2 (Two) Experts across the list which is provided.				Provision of Two teams against two locations have been made to take care of time needed. Team leader is common.
188	Section 2 Instruction to Consultant E. Data Sheet	Clause 21.1 (iv) The eligibility criteria for assignment: a) The firms has completed similar assignments during last seven years... Clause 21.1 Key Experts’ qualifications and competence for the Assignment. + Section 7: Terms of Reference Clause 5.2 (Warehousing and warehousing related	The preparation of Detailed Project Reports of large format logistics parks due to the type of technical and commercial work involved are long gestation projects. In addition, while undertaking the studies for large format Industrial Parks/SEZs require the same number of tasks proposed to be undertaken in this study. Therefore, we request the Client to revise the criteria as follows: a) The firms have completed at least two (2) similar assignments during last seven years. Similar assignment means: • Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub/Industrial Parks/SEZs, etc.				It has been modified as below: Modified as below: a) The firms should have completed two similar assignments during last seven years. Similar assignments mean: Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line

		logistics Experts (Task 1 & 2)), Clause 5.3 (Infrastructure Experts and Logistics Planners (Task 1 & 2)) Clause 5.4 (Freight Transportation Experts (Task 1 & 2)) Clause 5.5 (Financial and Economics Experts (Task 1 & 2)), Clause 5.6 (Industry Analysts (Market Experts) (Task 1 & 2)), Clause 5.7 (Environment Expert (Task 1 & 2)) Clause 5.8 (Social Experts (Task 1 & 2))	<ul style="list-style-type: none"> <li>Feasibility Studies for Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub/Industrial Parks/SEZs, etc.</li> </ul>	Project Consultancy will be considered. Please see Addendum no.2 in DFCCIL website.
189	Section 2 Instruction to Consultant E. Data Sheet Clause 21.1	Clause 21.1 Specific experience of the Consultant (as a firm) relevant to the Assignment.	The total marks provided for specific experience of the firms is 10. However, there is no minimum projects provided that the Consulting firm needs to provide. As part of such studies, it is important for consulting firms to have undertaken similar assignments. Therefore, we request the Client to revise the Clause as “Minimum 2 projects as specific experience of the Consultant (as a firm) relevant to the Assignment”	Agreed, minimum 2 similar assignments should be carried out by the firm.  Please see addendum no.2 in DFCCIL Website.
190	Section 2 Instruction to Consultant	Clause 21.1 Sub-clause (iv):	We understand that the cost of development of such logistics parks is more than INR 500 Cr. Thus, the	No change is required.

	E. Data Sheet Clause 21.1	(b) The firm should have an annual turnover of at-least INR 50 Cr. during the last three financial year's i.e. FY 2018-19, 2017-18 & 2016-17.	study needs to be undertaken by the Consultants who match the size of the development envisaged. Therefore, we request the Client to increase the requirement of annual turnover from existing INR 50 Cr. to INR 500 Cr.	
191	Section 2 Instruction to Consultant E. Data Sheet <i>Clause 21.1</i>	Clause 21.1 Sub-clause (iv): The eligibility criteria for assignment for Consulting firms ("Consultants") shall be as under: Additional clause	Given the large size of the projects to be covered under this assignment, it is important that the firm selected for the assignment should be financially sound having enough liquidity to handle such big projects. Hence, we request the Client to include the following additional eligibility criteria: "The firm should have a positive Profit After Tax (PAT) in each of the last three financial years i.e. FY 2018-19, 2017-18 & 2016-17"	No change is required.
192	Section 2 Instruction to Consultant E. Data Sheet Clause 21.1	Clause 21.1 (c) Only eligible Consultants Technical proposal will be evaluated. Note: Only those assignments should be included....	We understand that preparation of detailed project reports requires multiple expertise comprising of commercial, financial and technical to work together towards successful completion of study. In such cases, there are multiple firms as lead firm and sub-contracting firm to bid for the studies, in which case it is important also for the evaluation of the firm credential of the sub-contracting firms. Therefore, we request the Client to remove the following: "Note: Only those assignments should be included, which have been carried out by the Firms/JV/Consortium. The assignments carried out by Sub-contractor/consultant companies should not be included."	No change is required.

193	Section 2 Instruction to Consultant E. Data Sheet C. Submission Opening and Evaluation Clause 27.1 (QCBS only)		We understand that the scope of work to be covered as part of this assignment shall require lot of quality inputs and can be better managed by experienced Consultants who have worked on similar large-scale assignments in the past. To ensure the best possible execution of the project scope we request the Client to revise the weightages of Technical and Financial Proposals as per the following: The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% 90%, and P = 20% 10%	No change is required.
194	Section 3: Technical Proposal – Standard Forms Form Tech-1 Technical Proposal Submission Form conflict of interest declaration [point c, p. 39]		We request the client to include the following language in the declaration for the conflict of interest declaration [point c]: "The bidding entity for this engagement is PricewaterhouseCoopers Private Limited ("PwCPL" or "we"). PwCPL is a private limited company registered under the Companies Act, 1956, and we are engaged in providing the professional services in the areas of tax, consulting and business advisory. I, XXXXXXXXX, Partner of PwCPL, do hereby declare that after using standard commercially reasonable conflict checking procedures, nothing has come to our attention which would cause us to reasonably believe that members of the Board of PwCPL, or the project team members under this engagement, are indulged in activities which can be termed as conflicting activities in terms of [Insert Clause reference] of the tender dated [Insert Date]."	The provision has been made in accordance with SRPF of World Bank.



195	Section 7 Terms of Reference Clause 4	Clause 4 Output and Deliverables The milestones and timelines of the assignment are given in the table below. The Key Deliverables and payment schedule, as percentage of the Agreement Value, linked to the specified deliverables are given below....	We understand that the effort towards preparation will be towards preparation of Detailed Project Report (KD-2(b)) and Draft Final Report (KD-3) while there will be relatively less effort required in the Final Report (KD-4). Therefore, the Client is requested to consider the following Payment (in percentage of total fee):				It has been modified as below: <table><tr><td>S. No.</td><td>Payment (in percentage of total fee)</td></tr><tr><td>KD-3</td><td>30% (15% Task 1 &amp; 15% Task 2) Payment on Approval of Report</td></tr><tr><td>KD-4</td><td>20% (10% Task 1 &amp; 10% Task 2) Payment on Approval of Report</td></tr></table>  Please see addendum no.2 in DFCCIL Website.	S. No.	Payment (in percentage of total fee)	KD-3	30% (15% Task 1 & 15% Task 2) Payment on Approval of Report	KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report
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			KD-4	20% (10% Task 1 & 10% Task 2) Payment on Approval of Report									
			S.No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)							
			KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each task, sub-task and elements.	0.5	10% Payment on Approval of Report							
KD-2 (a)	Feasibility Study Report of New Kanpur - Task1 & New Nilje- Task2	1.5	20% Payment on Approval of Report										
KD-2(b)	Detailed Project Report of New Kanpur-Task1& New Nilje-Task2	3.0	30% Payment on Approval of Report										
KD-3	Draft Final Report (New Kanpur-	3.5	30%										

				Task1 & New Nilje- Task2) (Presentation on DFR.)		(15% Task 1 & 15% Task 2)  Payment on Approval of Report	
			KD-4	Final Report (New Kanpur - Task1 & New Nilje - Task2) (Consultant will incorporate reply of queries raised in Presentation and give final Presentation).	4.0	10%  (5% Task 1 & 5% Task 2)  Payment on Approval of Report	
196	Section 7 Terms of Reference Clause 3.4.4 Basic land requirement details for each location...		We request the Client to provide at the initiation of the assignment the location of land identified for undertaking the study. And also, request the Client to provide support on getting land details, requisite permissions, getting information on land owners and any other land related detail from local authorities/state government which would be required for execution of the assignment.				No change is required. In case of location identified by DFCCIL, the same will be shared for further deliberation and modelling.
197	Section 7 Terms of Reference Clause 4 Output and Deliverables Assignment is divided into two tasks...		We understand from the RFP document that a combined report needs to be submitted during the Draft Final Report Stage. However, we request the Client to clarify that separate Feasibility Report and Detailed Project report needs to be submitted for New Nilje and New Kanpur. In case these are two separate deliverables, then we would request the Client to have the following payment milestones considering that these locations are present in two different geographies and will have different dynamics. Also,				Consultant has to submit assignment reports within time frame which are same for both tasks. Therefore, it will be not useful to separate as advised by you. Please see addendum no.2 in DFCCIL website for payment % of deliverable.

			we request the client to include within the payment milestone for making 50% of the payment of a particular deliverable at the time of submission of any deliverable and balance 50% towards approval of the report.																					
			<table><tr><th>S.No.</th><th>Milestone</th><th>Timeline from the date of commencement (in months)</th><th>Payment (in percentage of total fee)</th></tr><tr><td>KD-1</td><td>Inception report(Task 1&amp; Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each task, sub-task and elements.</td><td>0.5</td><td>10% Payment on Approval of Report</td></tr><tr><td>KD-2 (a)</td><td>Feasibility Study Report of New Kanpur - Task1 &amp; New Nilje- Task2</td><td>1.5</td><td>20% Payment on Approval of Report</td></tr><tr><td>KD-2(b)</td><td>Detailed Project Report of New Kanpur-Task1&amp; New Nilje-Task2</td><td>3.0</td><td>30% Payment on Approval of Report</td></tr><tr><td>KD-3</td><td>Draft Final Report (New Kanpur- Task1 &amp; New Nilje- Task2) (Presentation on DFR.)</td><td>3.5</td><td>30% (15% Task 1 &amp; 15% Task 2)</td></tr></table>	S.No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)	KD-1	Inception report(Task 1& Task 2) Detailing of the entire assignment in tasks, sub-tasks and other elements. Present the approach and methodology to handle each task, sub-task and elements.	0.5	10% Payment on Approval of Report	KD-2 (a)	Feasibility Study Report of New Kanpur - Task1 & New Nilje- Task2	1.5	20% Payment on Approval of Report	KD-2(b)	Detailed Project Report of New Kanpur-Task1& New Nilje-Task2	3.0	30% Payment on Approval of Report	KD-3	Draft Final Report (New Kanpur- Task1 & New Nilje- Task2) (Presentation on DFR.)	3.5	30% (15% Task 1 & 15% Task 2)	
S.No.	Milestone	Timeline from the date of commencement (in months)	Payment (in percentage of total fee)																					
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						Payment on Approval of Report	
			KD-4	Final Report (New Kanpur - Task1 & New Nilje - Task2) (Consultant will incorporate reply of queries raised in Presentation and give final Presentation).	4.0	10%  (5% Task 1 & 5% Task 2)  Payment on Approval of Report	
198	Section 7: Terms of Reference Clause 5 Team Composition Sub-Clause 5.4 Freight Transportation Experts (Task 1 & 2)		<p>The experience requirement for Freight Transportation Experts as per the RFP is:  “...Must possess a minimum of 10 years’ experience, in traffic study for rail, road, air &amp; waterways, inbound/ outbound logistics of large infrastructure project related to freight transportation like (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs)..”</p> <p>We understand that the above experience does not require specific degree in transportation planning/Logistics/Supply Chain as experts having MBA (Finance)/Master’s degree in Economics with over 10 years of experience are also well capable of handling assignments of similar nature. Therefore, the client is requested to widen the qualification requirement for Freight Transportation Expert as per following:</p>				<p>It has been modified as below:  The Freight Transportation Expert should have –  (i) Bachelor Degree and  (ii) professional qualification of Transportation planning/ Transport Management/ Transport Economics/ Logistics / Supply Chain is preferable  or  15 years’ experience in Railway working in Traffic subject at higher management level. It will also fulfil experience criteria.</p>

			<i>“The expert should have Degree in transportation planning/ Logistics/ Supply Chain/ MBA (Finance)/ Master’s degree in Economics”</i>	
199	Section 7: Terms of Reference Clause 5 Team Composition Sub-Clause 5.6 Industry Analysts (Market Expert)		The role of the Industry Analyst (Market Expert) in such studies is to bring market insights for demand & supply assessment, pricing of freight terminal/ICD etc. Therefore, we believe that the experience requirement of minimum 10 years is on a higher side as an expert with such no. of years of experience is suitable for oversight rather than bringing on-ground market intelligence. Therefore, we request the Client to revise the Industry Analysts (Market Expert) to “must possess a minimum of 10 7 years’ experience in market study, demand & supply assessment of freight and logistics sector, freight business planning and marketing and pricing in the area of logistics parks/freight terminal/ICD”	No change is required.  Please see addendum no.2 in DFCCIL Website.
200	Section 7: Terms of Reference Clause 3 Scope of Work Sub-Clause 3.4.10 Regulatory Authority		ToR states that <i>‘The necessary statutory/administrative clearances required for setting up and operating proposed Logistics Parks/Freight Terminals from different agencies like Customs, Environmental/pollution control authorities, centre/state government and its bodies etc. shall also be identified and listed’.</i> We would request the Client to kindly confirm that as per the ToR of the assignment the scope will be limited within identification and listing of regulatory clearances only, not procuring of environmental or any other clearances.	It is limited to shortlist and explain the statutory clearance required. Taking clearance is not in scope.

201	Section 7: Terms of Reference Clause 3 Scope of Work Sub-Clause 3.4.11 Environmental Considerations of selected option(s)		ToR states that <i>‘Provide inputs to ToR for EIA to be prepared in line with the EMF for the DFCC projects to scope out the study required for preferred options/location’</i> . We would request the client to kindly confirm that the EIA study is not part of the present scope and only the Scope of Work (ToR) for EIA is to be prepared.	Yes, only scope of work (TOR) for EIA study is to be prepared. Environmental aspect may be reported in general and issues if any should be highlighted.
202	Section 7: Terms of Reference Clause 3 Scope of Work Sub-Clause 3.4.12 Social Considerations of selected option(s)		ToR states that <i>‘Provide findings of the screening exercise and preliminary consultations as inputs to scope of work for the in-depth SIA study required for preferred options/location. These TORs will be used to prepare SIA and ARAP/RAP, as per provisions of agreed Resettlement Policy Framework for the DFCC projects.’</i> We would request the Client to kindly confirm that the SIA, ARAP/RAP study is not part of the present scope and only scope of work (ToR) in-depth SIA study is to be prepared.	Yes, only scope of work (TOR) for in-depth SIA study is to be prepared.
203	General Conditions of Contract Clause 16 Modifications or Variations		We wish to clarify to the client “The Contract needs to document an objective scope change process to address any changes to the agreed scope of work, timelines or duration of the project, in a mutual consultative manner. This would ensure that neither side is expected to assume any implied obligations”	The clause is self-explanatory.
204	General Conditions of Contract		We wish to agree objective, well-defined acceptance criteria for our work, and an agreed acceptance procedure. We request that a structured acceptance process should be incorporated in the Contract such	No change is required.

	Clause 18 Suspension		that our draft deliverables are evaluated in a timely manner by Client. There is a need to expressly document that the number of rounds for the procedure for attaining acceptance and iterations thereof for PwC's deliverables shall be limited to two rounds (the concept of deemed acceptance should also be built in). Thereafter, if the matter still remains unresolved, it shall be escalated to an empowered Steering Committee comprising of senior representatives from both sides.	
205	General Conditions of Contract Clause 19 Termination Sub-Clause 19.1.1		<p>If the consultants do not remedy a failure in the performance of their obligations within 30 days of being notified then the agreement can be terminated by the Client. We wish the Client to add the following in the Contract:</p> <p><i>“An objective and consultative process should precede before the Client chooses to exercise its termination rights under this clause. To ensure that the clause is not interpreted in a subjective manner, a mechanism should be put in place to objectively capture service related defaults and allocate the accountability to an appropriate party in a transparent manner. Upon termination, PwC should be paid for the services performed by PwC till the date of termination. Additionally, given our audit independence requirements, we would also require the right to terminate in circumstances where continued performance under this contract would breach our legal, professional or regulatory requirements.”</i></p>	No change is required.

206	General Conditions of Contract Clause 20: General Sub Clause 20.3	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client.	We wish to clarify from the Client that is approval for sub-contracting from Client a pre-requisite for the bidder before submitting the Technical and Financial Proposal on or before the bid due-date.	Regarding this only nomination of sub-contractors is required at the time of submitting the Technical and Financial Proposal. Finally, the selected contractor will take advance approval for engaging sub-contractor/sub-consultant.
207	General Conditions of Contract Clause 21 Conflict of Interest		<p>A number of widely worded conflict of interest obligations.</p> <ul style="list-style-type: none"> <li>• To ensure that this clause is not interpreted as an "exclusivity clause" by the Client, we wish to clarify that</li> <li>• PwC is already in the business of providing similar advisory services to its clients and shall continue to do so. It is presumed that this clause shall not be interpreted in any manner to restrict PwC from providing such services to its other Clients.</li> <li>• There should be an outer time limit prescribed for the survival of the conflict clause</li> <li>• The restriction should be limited only to the team members working directly on this project. In the event the restrictions extends to PwC as a firm, then it should be expressly clarified to the client, that the restrictions under the conflict clause extends only to PricewaterhouseCoopers Private Limited and not to any other network firm within the PricewaterhouseCoopers network.</li> </ul>	<p>The provision has been made in accordance with SRPF of World Bank.</p> <p>There is no exclusivity and restriction in undertaking other study till it does not threaten confidentiality of information and reports of this study.</p>



208	General Conditions of Contract Clause 22 Confidentiality		Widely worded confidentiality obligations. We wish to clarify to the Client subject to confidentiality restrictions, PwC should be given a one-time approval to refer to this engagement for client citation purposes. Also, definite outer boundaries for the survival of confidentiality obligations need to be documented.	No change is required.
209	General Conditions of Contract Clause 23.1 Liability of the Consultant read with Special Conditions of Contract		<p>The limitation of liability upon PwC has not been documented. Therefore, we request the following to be clarified:</p> <ul style="list-style-type: none"> <li>• PwC's overall liability would be capped at an amount not exceeding one time the fees paid to PwC under this engagement without any exceptions and exclusions.</li> <li>• In no event should PwC be liable or responsible for any consequential, incidental, indirect, punitive, exemplary or special damages of any nature whatsoever.</li> <li>• For the avoidance of doubt, it is hereby clarified that the relationship of PricewaterhouseCoopers Private Limited under this Agreement is solely with Client, and accordingly, no person who is not an executing party to this Agreement, shall have any rights to enforce this Agreement (whether in contract, tort or otherwise)</li> </ul>	The clause is self-explanatory.
210	General Conditions of Contract Clause 24 Insurance to be taken out by		Numerous insurance requirements are sought in the contract. Basis our standard policy, we would maintain appropriate professional indemnity insurance cover in respect of the professional services we provide - the other insurance requirements should	The clause is self-explanatory.

	Consultant read with Special Conditions of Contract		<p>be disapplied; as such, we wish to clarify the following with the Client:</p> <p><i>“ PricewaterhouseCoopers Private Limited maintains appropriate professional indemnity insurance cover with underwriters to protect against all reasonable risks in respect of all professional services provided by the firm. The policies are issued on a broad form Professional Indemnity Insurance wording. Whilst the levels of cover must be kept confidential, we believe that our insurance cover is at least adequate to enable us to meet valid claims. Furthermore, although we carry insurance cover, it is the firm's policy to limit our liability in our contracts to minimize our potential exposure to a reasonable level unless we are prohibited by law or regulation from so doing. We expect the outcome of any current action or aggregate of actions to be within our insurance cover and other resources, such that our ability to continue to render services will not be impaired.”</i></p> <p>Also, disclosing the amounts of insurance is again an onerous obligation on PwC. Therefore, we wish to clarify that due to confidentiality reasons, we do not share the policies or disclose the limits of insurance availed.</p>	
211	General Conditions of Contract Clause 25 Proprietary Rights of the		<p>The audit rights are widely worded. We wish to clarify from the Client that due to client confidentiality &amp; internal data policy reasons, we would be unable to provide such unqualified access to our systems, premises and records. That said, we are agreeable to a review by Client to the extent that it is: (i) restricted to</p>	<p>Audit/Inspection will be limited to papers/documents related to this contract, bid, etc.</p>

	Client in Reports and Records		providing access to PwC's fees/ invoicing related records relating to the services under this project; (ii) is carried out within 6 months of the expiry or termination of the agreement. PwC should not be expected to provide any information which may cause it to breach confidentiality vis-a-vis other parties. If an audit is contemplated to be conducted by an external/third party auditor, we would need such third party to sign an NDA with us (in a format suggested by us).	
212	General Conditions of Contract Clause 27 Proprietary Rights of the Client in Reports and Records with Special Conditions of Contract		This has the potential risk of PwC forfeiting its pre-existing proprietary knowledge to the client. We would need the Contract to clarify that subject to payment in full of the professional fees for the relevant Deliverables, the final Study Reports or other material or graphic (collectively "Deliverables"), prepared by PwC for, and submitted to Client under this engagement shall belong to and remain the property of Client excluding the pre-existing intellectual property rights/ proprietary materials of PwC incorporated in the Deliverables which shall continue to belong to PwC. Specifically, with respect to our pre-existing IPR, we are agreeable to provide Client with a non-exclusive & non-transferable license to use the same (to the extent incorporated in the deliverables) for its internal use in connection with the services provided by us under this Agreement. Also, PwC shall continue to retain ownership over its draft deliverables/internal working papers. Additionally, subject to its confidentiality obligations under the RFP, PwC should	Pre-existing IPR /proprietary materials will continue to belong to the concerned consultant.

			also be allowed to use the general skills, knowledge, know-how etc. created during the course of this engagement for its subsequent engagements. Moreover, any third party licenses, necessary for the performance of the services, would need to be procured by the Client.	
213	General Conditions of Contract Clause 27.1 Proprietary Rights of the Client in Reports and Records with Special Conditions of Contract		While we are ok to return hard copies of confidential information made available by client and/or delete or make reasonably inaccessible any electronic copies thereof - however we need to retain our internal working papers and central IT archives as per our organizational data policies. That said, we are ok to state that any retained copies of confidential information by us shall be maintained in confidence as per the terms of this agreement.	Internal working papers may be retained by the consultant, but confidentiality is to be maintained.
214	General		We need to confirm from the Client Whether multiple alternative locations for Kanpur and Nilje Sites are to be explored for the project? If so, whether environmental and social investigation is needed for all the alternative sites or only for the finalized sites for Kanpur and Nilje?	Best locations are to be recommended for each task with details.
215	General		We need to confirm from the Client that as part of the Environmental Study primary environmental monitoring (monitoring of components like Ambient Air, Noise, Water, Soil) is necessary.	Yes.

## 17. KPMG in India

S No.	Reference Clauses of RFP	Existing clause of RFP	Modification/Amendment Suggested by the Bidders	Reply to queries
216	Data sheet, clause 14.1.2	Key experts time input is provided as 40-man months	DFCCIL is requested to confirm whether the man month estimate of 40-man months provided in the RFP for completing the assignment is for both task-1 (New Kanpur location) and task-2 (New Nilje) combined.	The given man months are for whole project.
217	Section 2 Instruction to consultants, 21.1 - page 34	The eligibility criteria for assignment for Consulting firms ("Consultants"): a) The firms has completed similar assignments during last seven years. Similar assignment means: b) Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village / Logistics hub, etc.	For similar assignments, in addition to Detailed Project Report (DPR) projects, DFCCIL is requested to also consider Feasibility studies carried out for Logistics Park/Freight Terminal / ICD / CFS / Goods shed /Freight Village /Logistics hub / Industrial corridors, etc.	Modified as below: a) The firms should have completed two similar assignments during last seven years. Similar assignments means: Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ

				(without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.
218	Section 2 Instruction to consultants, 21.1 - page 34	The eligibility criteria for assignment for Consulting firms (“Consultants”): a) The firms has completed similar assignments during last seven years. Similar assignment means: b) Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village / Logistics hub, etc.	For similar assignments, DFCCIL is requested to also consider ongoing engagements.	No change is required.
219	Section 2 Instruction to consultants, 21.1 - page 34	Key Experts’ qualifications and competence for the Assignment: The RFP mentions that the positions will be evaluated based on three sub-criteria and relevant percentage weights: 1) General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : 70% 3) [If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government	DFCCIL is requested to provide more details on grading scale and criteria for determining the technical score for the expert /experts.	Details of marking are decided transparently before opening of the bid.

		organization, etc.): 10 %		
220	Section 7, Terms of Reference, 3.4.4 Basic land requirement details for each location - page 63	For New Kanpur location, it is mentioned in the RFP that "for New Kanpur location, M/s RITES (The consultant) has identified land area between Sarsaul and Rooma for the proposed Logistics Park"	DFCCIL is requested to provide the number of sites (for location mapping and site selection) that need to be evaluated in each task (Task -1 and Task -2) as this is likely to impact the scope of the engagement	The best suited location is to be reported upon in each case with all details.
221	Section 7, Terms of Reference, 3.4.4 (Xiii)- page 64	Statutory Clearance required in accordance with cargo nature, location and services contemplated by the proposed freight terminal/logistics park/Goods Shed.	DFCCIL is requested to confirm that the consultant is only required to provide assistance in obtaining statutory clearances and is not actually responsible for obtaining statutory clearances.	It is limited to shortlist and explain the statutory clearance required. Taking clearance is not in scope.

222	Section 7, Terms of Reference, 3.6.8.4 - Page 70	Consultant will suggest various models for development of the proposed Logistics Park/Freight Terminal with feasibility and suitability of landlord model and any other model suggested for the particular proposed Logistics Park/Freight Terminal. (The concessionaire will be required to develop the site equipped with various technology and infrastructure for value added services, intermodal movement of traffic and terminal management.) Consultant will model these alternative structures, calculating the NPV, PIRR and EIRR for DFCCIL and for the concessionaire under each structure.	DFCCIL is requested to confirm if concession agreement is required to be submitted as a part of the study.	Concession Agreement is not required as a part of the study
223	Section 7, Terms of Reference, 4.3- page 72	The anticipated duration of the Assignment is 4 months commencing from effective date of contract.	The scope of the assignment is exhaustive and would require more than 4 months to complete. DFCCIL is requested to increase the duration of assignment to 6 months.	Provision of Two teams against two locations have been made to take care of time needed.
224	Section 7, Terms of Reference, 5- Team composition, page 72	Task-wise separate experts will be provided under a Team Leader for completion of Consultancy Services on time	It can be interpreted from the RFP that two teams of 7 experts each will undertake task -1 and task-2 under one team leader. DFCCIL is requested to confirm the above.	Task-wise two teams are required under one team leader.



225	Section 7, Terms of Reference, 5.2- Warehousing and warehousing related logistics Experts, page 73	Warehousing and warehousing related logistics Experts should possess a minimum of 10 years' experience as warehouse / logistics operator, in logistics service provider of freight transportation, in design of large scale warehouses for infrastructure projects (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port- based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs)	It is requested that the criteria for warehousing and warehousing related logistic experts be change as follows: Warehousing and warehousing related logistics Experts should possess a minimum of 10 years' experience in design of large scale warehouses for infrastructure projects (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port- based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs)	Qualification area has been modified. Please see Addendum no.2 in DFCCIL website. No change is required in experience area.
226	Section 7, Terms of Reference, 5.2- Warehousing and warehousing related logistics Experts, page 73	Warehousing and warehousing related logistics Experts should possess a minimum of 10 years' experience as warehouse / logistics operator, in logistics service provider of freight transportation, in design of large scale warehouses for infrastructure projects (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port- based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs) The expert should be a Graduate with professional qualification in transport economics, logistics/supply chain management	Since many warehousing and warehousing related logistic experts have rich experience in design of large- scale warehouses for relevant infrastructure projects (IMLH / Logistic parks etc.), DFCCIL is requested to also consider professionals with Graduate in engineering with Masters in Business Administration which is equivalent to transport economics, logistic / supply chain management.	Modified as below: The Warehousing and warehousing related Logistic Expert should be a Graduate. Professional qualification in transport economics, logistics/ supply chain management/Civil or Mechanical Engg., Warehouse Management is preferable.

227	Section 7, Terms of Reference, 5.4 - Freight Transportation Experts, page 73	Freight Transportation Experts (Task 1 & 2) must possess a minimum of 10 years' experience, in traffic study for rail, road, air & waterways, inbound/outbound logistics of large infrastructure project related to freight transportation like (IMLH/ Logistics Park/ Inland Container Depot/ Airport based Logistics Parks/ Air or Rail Cargo Terminals/ Port-based Logistics Parks/ Free Trade Warehousing Zone (FTWZ)/ Integrated Manufacturing Zone/ Industrial Parks (including SEZs) The expert should have Degree in transportation planning/Logistics / Supply Chain.	DFCCIL is requested to also consider professionals with qualification which is equivalent to transportation planning/Logistics / Supply Chain such as Bachelors in engineering and Masters in Business Administration.	Modified as below: The Freight Transportation Expert should have – (i) Bachelor Degree and (ii) professional qualification of Transportation planning/ Transport Management/ Transport Economics/ Logistics / Supply Chain is preferable  or  15 years' experience in Railway working in Traffic subject at higher management level. It will also fulfil experience criteria.
228	Section 7, Terms of Reference, Financial and Economics Experts (Task 1 & 2), Page 73	Financial and Economics Experts (Task 1 & 2) must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in financial analysis / modelling for large scale transport logistics projects, market study, demand & supply assessment of freight and logistics sector, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of	Some of the key financial and economic experts who have rich experience in financial analysis / modelling for large scale transport logistics projects, market study, demand & supply assessment of freight and logistics sector, project funding etc. have less than 10 years of experience, DFCCIL is requested to consider professionals with minimum experience of 8 years for financial and	Qualification area has been modified. Please see Addendum no.2 in DFCCIL website. No change is required in experience area.

		similar infrastructure project.	economic experts position.	
229	Section 7, Terms of Reference, Industry Analysts (Task 1 & 2), Page 73	Industry Analysts (Market Experts) (Task 1 & 2): must possess a minimum of 10 years' experience in market study, demand & supply assessment of freight and logistics sector, freight business planning and marketing and pricing in the area of logistics parks/freight terminal/ICD. The expert should be an MBA (Finance)/Master's degree in Economics	Similarly, for industry analysts, DFCCIL is requested to consider professionals with minimum of 8 years' experience for Industry Analysts (market experts) position	No change is required.
230	Section 7, Terms of Reference, point 6, Page 74	It is desired that bidders have a full-fledged office in the NCR region. In case bidders do not have an existing office in NCR; they shall be required to set up an office in NCR for Coordination of project activities with DFCCIL	DFCCIL is requested to confirm that the requirement of the consultant in NCR is for meetings and coordination related activities. And that experts are not required to operate out of this NCR office for the duration of the project.	For the purpose of co-ordination only between DFCCIL and Consulting firms it is required.
231	Section-2, instruction to consultants, clause 21.1, scoring criteria for key experts, page 33	Scoring of key experts related to Task-1 and Task-2	The RFP mentions that there are 2 teams required for 2 Tasks. DFCCIL is requested to elaborate on mechanism of determining the combined score for experts for each of the tasks (Task -1 and Task 2).	Details of marking are decided transparently before bid opening.
232	Data sheet, clause 17.7	Deadline for submission of proposal	DFCCIL is requested to extend the proposal submission timeline from 27 Dec 2019 to 10 Jan 2020 as obtaining various approvals and legal formalities for submitting the proposal during year end period is difficult.	The date has been extended upto 24.01.2020.

				Please see addendum no.3 in DFCCIL Website.
233	Section 2, 3.2 Conflict of Interest, Page 10	The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client	KPMG will serve in best interest of DFCCIL, however, DFCCIL is requested to note that details of ongoing engagements cannot be provided.	Noted.
234	Section 2, 3.2.1 (a) Conflicting Activities, Page 10	(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation	DFCCIL is requested to note that "Affiliates" shall be restricted to "Affiliates in India".	The clause is self-explanatory.
235	Section 2, 3.2.1 (b) Conflicting Assignments,	Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may	DFCCIL is requested to note that "Affiliates" shall be restricted to "Affiliates in India"	The clause is self-explanatory.

	Page 10	conflict with another assignment of the Consultant for the same or for another Client		
236	Section 2, 4. Unfair Competitive Advantage, Page 11	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants	DFCCIL is requested to note that "Affiliates" shall be restricted to "Affiliates in India"	The clause is self-explanatory.
237	Section 2, 5. Fraud and Corruption, Page 11	5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank	DFCCIL is requested to note that any inspection shall be subject to the following: (i) the inspection shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non- Disclosure Agreement before such inspection which shall govern the conduct of inspection and any results thereof; (iii) the inspectors or the representatives of DFCCIL for the inspection shall not be bidder's competitors; (iv) the inspection shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the inspection, shall be	It will be limited to papers/documents related to this contract and bid documents, etc.

			shared with DFCCIL and be discussed and agreed mutually with DFCCIL and KPMG for its closure.	
238	Section 6, 2.2, e, Page 60	Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank	DFCCIL is requested to note that inspection shall be subject to the following: (i) the inspection shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non- Disclosure Agreement before such inspection which shall govern the conduct of inspection and any results thereof; (iii) the inspectors or the representatives of Employer for the inspection shall not be bidder's competitors; (iv) the inspection shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the inspection, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.	It will be limited to papers/documents related to this contract and bid documents, etc.
239	Section 8, 19.c. Cessation of Rights and Obligations, Page 91	19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the	DFCCIL is requested to note that inspection shall be subject to the following: (i) the inspection shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non- Disclosure Agreement before such	As provided in this clause, no change contemplated at this stage.

		<p>obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records</p> <p>set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law</p>	<p>inspection which shall govern the conduct of inspection and any results thereof; (iii) the inspectors or the representatives of Employer for the inspection shall not be bidder's competitors; (iv) the inspection shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the inspection, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.</p>	
240	Section 8, 21, b. Consultant and Affiliates Not to Engage in Certain Activities, Page 94	21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project	DFCCIL is requested to note that Affiliates to the consultant are restricted to affiliates in India	The clause is self-explanatory.
241	Section 8, 21, d. Strict Duty to Disclose Conflicting Activities, Page 94	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or	DFCCIL is requested to note that details of ongoing engagements	The clause is self-explanatory.

		the termination of its Contract.		
242	Section 8, 25, Page 95	Accounting, Inspection and Auditing	Any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non- Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Employer for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.	The provision has been made in accordance with SRPF of World Bank.
243	Section 8, 27, Page 95	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory	DFCCIL is requested to note that KPMG shall own all IPRs in any deliverable, except to the extent that the deliverable incorporates DFCCIL or third party pre-existing intellectual property which DFCCIL or such third party shall continue to own. DFCCIL is requested to note that KPMG shall retain the ownership of the working papers	The clause is self-explanatory.



		thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.		
244	Section 8, II. General Conditions, 2.2, a, v, b, Page 101	Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below	DFCCIL is requested to note that any audit shall be subject to the following: (i) the audit shall be restricted to the engagement and shall be conducted with prior reasonable notice (ii) Employer or its authorized representatives shall execute a Non-Disclosure Agreement before such audit which shall govern the conduct of audit and any results thereof; (iii) the auditors or the representatives of Employer for the audit shall not be bidder's competitors; (iv) the audit shall not be conducted more than once in a calendar year and twice in entirety; and (v) any findings during the audit, shall be shared with Employer and be discussed and agreed mutually with Employer and bidder for its closure.	The provision has been made in accordance with SRPF of World Bank.
245	Section 8, III. Special Conditions of Contract, 45.1, Page 106	(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings either Party may apply	DFCCIL is requested to note that such appointment shall be by mutual consent of both the parties.	As provided in this clause no change contemplated.

		to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute.		
246	Section 8, III. Special Conditions of Contract, 45.1, Page 108	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];	DFCCIL is requested to delete this clause as seat of arbitration clause is already provided in section 8, special conditions of contract.	As already provided in this clause, no change contemplated.

**18. Cushman & Wakefield**

<b>S No.</b>	<b>Reference Clauses of RFP</b>	<b>Existing clause of RFP</b>	<b>Modification/Amendment Suggested by the Bidders</b>	<b>Reply to queries</b>
247	ITC 10.2	Statement of Undertaking is required: Yes	We request the Authority to kindly provide the format for statement of undertaking or provide detailed information on what aspects this undertaking is required.	The under taking may be given in Form Tech-1 by the firm.
248	ITC 21.1 (iv) b	The firm should have an annual turnover of at-least INR 50 Cr. during the last three financial year's i.e. FY 2018-19, 2017-18 & 2016-17.	We request the Authority to please consider annual turnover during the last three financial year's i.e. FY 2015-2016, 2016-2017 and 2017-2018. The audit of FY 2018-2019 is under process for most companies and same shall not be available.	No change is required.
249	Section 3	Power of Attorney  No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	We have a board resolution of the Authorised Signatory as well, certified by the company's competent authority. We would be submitting a copy of the same as the competence of the authorized signatory is supported by a board resolution as well and is equivalent to General Power of Attorney. Hope that would suffice the same. As per our company policy, we cannot	It should be performed as per applicability of law. Revalidation/re-endorsement of Board resolution by CEO/CS will be required.

			provide Power of Attorney (PoA). Kindly suggest.	
250		Specific experience of the Consultant (as a firm) relevant to the Assignment: 10 Points	<p>We request the Authority to kindly elaborate the marking system to award points for this criteria.</p> <p>We would like to suggest following scheme:</p> <p>1 Project: 7 Marks</p> <p>More than 1 Project: 10 Marks</p> <p>We also request the Authority to kindly accept the CA/ SA certified copy for projects completed as the part of completion certificate.</p>	Details of marking are decided transparently before bid opening.
251	ITC 2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A.	We request the Authority to kindly provide the Techno-Economic Feasibility study with Detailed Project Report of Multimodal Logistics Park at Kanpur, Uttar Pradesh prepared by M/s. RITES Ltd. For Task 1 (New Kanpur) and Pre-Feasibility Report prepared by M/s IPRCL for Task 2 (New Nilje) for our perusal & reference purposes	Relevant portion will be shared with successful bidder.

252	3. Scope of Work (3.2)	The focus of this study is to conduct the demand assessment for the said project in the vicinity of proposed locations and suggest exact suitable location, Product Mix, business model along with the Conceptual Master Plan.	We request the Authority to kindly clarify whether the Detailed Master Plan is required to be prepared by the consultants or the Conceptual Master Plan will suffice the requirements within this RFP.	The clause is self-explanatory.
253	3. Scope of Work (3.3)	Two locations have been divided in two parts to be studied by two teams. Each task will be handled by one team separately. Each locations is a task.	We request the Authority to kindly clarify the scope of work provided in the RFP, which is to be undertaken by the consultant (team) for only one task or for the both. Do we need to provide any separate proposals for both the tasks? What will be the probable mechanism for awarding a particular task to the prospective bidders based on QCBS selection?	Proposals will not be submitted according to task. Provision of two tasks have been made only for teams which will perform location wise under one team leader, Two teams will be given one location each by the successful bidder.  It will be QCBS. Only one proposal is needed for both tasks.
254	3. Scope of Work (3.4.8 (x))	Consultant will submit a separate feasibility report for each location	We request the Authority to kindly provide a cap on the number of locations to be studied under this scope. We would like to suggest the probable locations included in this study shall be limited to 2.	A detailed study of most preferable location with all study components is required for each task.
255	4. output and deliverables	Timeline from the date of commencement (in months) for milestones	We request the Authority to kindly allow a period of clear 2 weeks for authority's review on the each	No change is required.

			milestone and amend the timelines accordingly.	
256	5. Team Composition	Team Leader – Appropriate experience in planning and design of facilities relating to integrated development of projects like logistics parks, FTWZ, SEZ, ICD, Industrial Estates, rail freight terminals etc	We request the Authority to kindly amend the clause as follows: Team Leader – should possess a minimum of 15 years’ experience with increasing levels of responsibility in Logistics/ Infrastructure Planning, establishing & evaluating multimodal linkages including rail/road/air/port. This requirement is similar to the assignments undertake in the past.	The clause is self-explanatory.
257	17.7 and 17.9	The Proposals must be submitted no later than: 27 December 2019, till 1500 Hrs	As per the RFP, Proposal Due Date is 6th January 2020. We request the Authority to kindly provide 3 weeks clear time from the date of issuance of replies to queries discussed during the pre-bid meeting since the envisaged project is vast and requires substantial time and input to frame a competitive bid.	The date has been extended upto 24.01.2020.  Please see addendum no.3 in DFCCIL Website.
258	21.1 (for FTP)	The eligibility criteria for assignment for Consulting firms (“Consultants”) shall be as under: (a) The firms has completed similar assignments during last	Considering the fact that not much projects have been undertaken in India of similar nature in logistics sector where consulting requirement have been sought for, so we request the authority to kindly allow	Modified as below:  a) The firms should have completed two similar assignments during last seven years. Similar assignments mean:

		<p>7 years. Similar assignment means:</p> <ul style="list-style-type: none"> <li>- Detailed Project Report of Logistics Park/Freight Terminal/ICD/CFS/Goods shed/Freight Village/Logistics hub, etc.</li> </ul>	<p>Industrial Parks, Integrated Townships, MMLP and SEZs as eligible assignments. If a company has done similar nature of assignment in any other sector it proves its capability to manage such assignment. Such clause may restrict or favor some limited companies only.</p>	<p>Detailed Project Report of Logistics Park/Freight Terminal/ ICD/ CFS/ Goods shed/ Freight Village/ Logistics hub, etc. which includes Rail Infrastructure (Railway Yard). Experience in Industrial Park, SEZ (without rail) but with further experience in rail yard/Main line Project Consultancy will be considered.</p> <p>Please see addendum no.2 in DFCCIL Website.</p>
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