

Replies of Pre-bid queries

NHIDCL/Infra/MMLP(J)/Transaction Advisor/246139/2025/

Date: 07.07.2025

To,

All respective Bidders,

Sub: Selection of Transaction Advisor for Development and Operations of Multi-modal Logistics Park at Jogighopa in PPP Mode- **Replies of Pre-bid queries-reg.**

Ref: Tender ID: 2025\_NHIDC\_864238\_1

RFP dated 11.06.2025.

Sir/Madam,

Please find the reply of the pre-bid queries on the above-mentioned subject as detailed below:

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
1.	Section 2 Instructions to Bidders  Clause 2.1.10	Joint Venture or Consortium is not permitted	We request the Authority to kindly allow, Joint Venture/ Consortium as this can encourage broader participation in the project.	As per RFP  (Please see Clause 2.1.10 and Clause 2.1.11 on page 7 of 73.)
2.	Clause 2.16, Page 22	Financial capacity:  Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years	We have the requested project experience, and as a DEA empanelled transaction advisor, we kindly request that the financial eligibility requirement be relaxed to a turnover of INR 30 crores, enabling us to participate in the subject bid	As per RFP.



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3.	Clause 2.16, Page 23	<p>Annual Turnover Average annual turnover of the Bidder in last 3 financial years from Consulting &amp; Advisory Services in India</p> <p>INR 100 Cr. to less than INR 150Cr. (3 marks)</p> <p>INR 150 Cr. to less than INR 200 Cr. (6 marks)</p> <p>INR 200 Cr. to less than INR 250 Cr. (9 marks)</p> <p>INR 250 Cr. to less than INR 300 Cr. (12 marks)</p> <p>INR 300 Cr. and above (15 marks)</p>	<p>We kindly request the Authority to reconsider the annual turnover marking criteria as follows:</p> <p>Average annual turnover of the Bidder in last 3 financial years from Consulting &amp; Advisory Services in India</p> <p>INR 10 Cr. to less than INR 15 Cr. (3 marks)</p> <p>INR 15 Cr. to less than INR 20 Cr. (6 marks)</p> <p>INR 20 Cr. to less than INR 25 Cr. (9 marks)</p> <p>INR 25 Cr. to less than INR 30 Cr. (12 marks)</p> <p>INR 30 Cr. and above (15 marks)</p>	As per RFP.
4.	Clause 2.16, Page 25	All team members must be available in Delhi NCR at all times and shall visit NHIDCL HQ for meetings, discussions, guidance for the work assigned or as required by Client.	Given our presence in both Bangalore and Delhi, we request the Authority that this clause be relaxed to allow team members to visit NHIDCL HQ	Refer Corrigendum No 2



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			occasionally as required, while being based in their respective offices.																																					
5.	Clause 2.16, Page 25	The Support Analysts shall be stationed at Client's Office for day-to-day coordination and support activities	Considering the assignment's duration of six months, we request that this clause be removed to avoid incurring significant costs for on-site deployment	Refer Corrigendum No 2																																				
6.	Clause 5.6, Page 54	Technical Expert II Transport / Logistical Infrastructure Expert Should have experience in operational management of MMLPs / similar developments	As consultants, our Transport/Logistical Infrastructure Experts typically possess operational management expertise. We request this criterion be revised to reflect advisory experience for transport/logistics-related infrastructure projects	Refer Corrigendum No 2																																				
7.	Clause 5.7 Deliverables& Payment/ Page 54-55	<div>Payment milestone</div> <table><tr><th>S.No</th><th>Deliverable</th><th>T = 0</th><th>% payment</th></tr><tr><td>1</td><td>Inception Report</td><td>T + 1</td><td>10%</td></tr><tr><td>2</td><td>Baselining &amp; benchmarking</td><td>T = 4</td><td>5%</td></tr><tr><td>3</td><td>Market potential report, Emerging Trends and Benchmarks</td><td>T + 6</td><td>10%</td></tr><tr><td>4</td><td>Commercialization Strategy &amp; Financial Model</td><td>T + 9</td><td>10%</td></tr></table>	S.No	Deliverable	T = 0	% payment	1	Inception Report	T + 1	10%	2	Baselining & benchmarking	T = 4	5%	3	Market potential report, Emerging Trends and Benchmarks	T + 6	10%	4	Commercialization Strategy & Financial Model	T + 9	10%	<div>Request the Authority to kindly consider allocating higher % payment prior to preparation of the bidding documents, as a significant effort would be involved in the initial 4 milestones.</div> <table><tr><th>S.No</th><th>Deliverable</th><th>T = 0</th><th>% payment</th></tr><tr><td>1</td><td>Inception Report</td><td>T + 1</td><td>10%</td></tr><tr><td>2</td><td>Baselining &amp; benchmarking</td><td>T = 4</td><td>10%</td></tr><tr><td>3</td><td>Market potential report, Emerging Trends and Benchmarks</td><td>T + 6</td><td>10%</td></tr></table>	S.No	Deliverable	T = 0	% payment	1	Inception Report	T + 1	10%	2	Baselining & benchmarking	T = 4	10%	3	Market potential report, Emerging Trends and Benchmarks	T + 6	10%	Refer Corrigendum No 2
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		5	Value proposition and Outreach & Finalisation of the bid document	T + 12	5%	4	Commercialization Strategy & Financial Model	T + 9	20%		
		6	Release of RFP for Selection of Developer	T + 14	10%	5	Value proposition and Outreach & Finalisation of the bid document	T + 12	10%		
		7	Conclusion of Tender Process and Selection of Developer	T +20	15%	6	Release of RFP for Selection of Developer	T + 14	10%		
		8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%	7	Conclusion of Tender Process and Selection of Developer	T +20	10%		
		9	Mobilisation of Developer at Site	T + 25	10%	8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	10%		
		10	Final Project Report	T + 26	10%	9	Mobilisation of Developer at Site	T + 25	5%		
						10	Final Project Report	T + 26	5%		
8.	Clause No 5.5.3 / Page 51	Mapping emerging trends and defining Commercialization strategy				Request the Authority to kindly clarify the following, -				As per RFP.	
		viii. Discuss the scope of modification in the existing plans, if any, with NHIDCL and assist with analysis								Consultant shall provide relevant inputs in this regard.	

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		<p>required for approval of scope modification from Competent Authority.</p> <p>ix. Analyse/ study the various upfront environmental clearances (EC/CRZ/FC as applicable).</p>	<p>viii - That in the event of any modification to the scope, all such changes to the master shall be undertaken by the NHIDCL.</p> <p>ix - All requisite approvals (EC/CRZ/FC) shall be obtained by NHIDCL.</p>	
9.	Clause No 5.5.6 / Page 51	<p>Financial Feasibility, PPP Structuring and Bid process management</p> <p>Finalisation of Bid Document using Model Concession Agreement for MMLPs issued by MoRT&amp;H vide Office Memorandum ref no H-39011/09/2020-P&amp;P (Log) dated 07.11.2021 and to be read with Office Memorandum ref no H-39011/09/2020-P&amp;P (Logistics (Computer No. 185714)) dated 27.05.2022 and further amendments, if any, for onboarding the Concessionaire</p>	Request the authority to kindly confirm that, all technical schedules forming part of the draft concession agreement shall be prepared by NHIDCL and shared with the consultant for compilation purposes.	<p>As per RFP.</p> <p>Consultant shall provide necessary inputs for formalisation of Technical Schedules for onboarding the concessionaire including but not limited to techno commercial, economic, legal, etc as applicable.</p>
10.	Clause No 5.6 Teaming Arrangements (SI No 4) / Page 54	<p>Procurement &amp; Contract Management Expert</p> <p>Bachelor's degree in Engineering with Masters in Law / Management / equivalent</p>	<p>Request the authority to please consider the following changes:</p> <p>Procurement &amp; Contract Management Expert: Bachelor's degree in any discipline with Master's in law / management / equivalent</p>	<p>As per RFP.</p> <p>The provision in RFP already states that Bachelor's degree in any discipline with Masters in Law / Management / equivalent.</p>





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11.	Clause No 5.6 Teaming Arrangement s (SI No 6) / Page 54	Support Analysts (2 No – to be stationed at Client's Office	Request the authority to please accept the following criteria:  ii. Should have a minimum of 3 years of experience in areas of project management / investment promotion / market analysis, etc.	Refer Corrigendum No 2
12.	Clause 5.7 Deliverables& Payment/ Page 54-55	Deliverables and Payment	Request the authority to kindly confirm that, in case of an unsuccessful bid process attempt, the authority suggests changes to the overall project structure resulting in revision of financial feasibility, the authority shall pay an additional sum to the consultant calculated based on mutual agreement.	Refer Corrigendum No 2
13.	Clause 2.15/ Page 20	Tentative schedule for selection process Proposal Due Date - 02.07.2025	Request the authority for extension in proposal due date by 2 weeks from that date of issuance of replies to pre-bid by NHIDCL	Refer Corrigendum No 2
14.	Form 3D, Page 32	Form 3D: Power of Attorney	Request the Authority to kindly include the below para in the PoA format.  This Power of Attorney shall be effective, binding, and operative till _____ (date-Tenure of project), if not revoked earlier or as long as the said Attorney is in the service of the LLP, whichever is earlier.	As per RFP.
15.	Clause 6.4.7 Page 65	Liability of the consultants	Request the Authority to kindly amend the clause as,-	As per RFP.

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		Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.	Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law provisions hereof.	
16.	Clause 6.12.2 Page 70	<p><b>Indemnity</b></p> <p>The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold</p>	Request the Authority to kindly delete this clause, as suggested by our Legal Counsel.	As per RFP.

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		harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.		
17.	Clause 6.4.7, Pages 72-73	<p>Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by him with a Limitation of the Consultants' Liability towards the Client for the following conditions:</p> <p>(a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property,</p> <p>shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p>Consultant shall be liable to indemnify the client for any direct loss or damage accrued <del>or likely to accrue</del> due to deficiency in services rendered by him with a Limitation of the Consultants' Liability towards the Client for the following conditions:</p> <p>(a) <del>Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be</del> liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>	As per RFP.



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		<p>Reimbursable Expenditure made or expected to be made to the Consultants hereunder,</p> <p>or</p> <p>(B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	<p>(ii) except in the case of fraud or wilful misconduct on the part of the Consultant for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder,</p> <p>or</p> <p>(B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>	
18.	Clause 6.4.8, Page 73	<p>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</p> <p>(b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</p> <p>(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p><del>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.</del></p>	As per RFP.

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		<p>services or as per Applicable Law, whichever is higher.</p> <p>ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement,</p> <p>(A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p>(B) proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</p> <p>iii) The policy should be issued only from an Insurance Company operating in India.</p> <p>iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no case should be for an amount less than stated in the contract</p> <p>v) . If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.</p>	<p><del>(b) Third Party liability insurance with a minimum coverage, for Rs. 1.00 million for the period of consultancy.</del></p> <p><del>(c) (i) The Consultant shall provide to NHIDCL Professional Liability Insurance (PLI) for a period of Five years beyond completion of Consultancy services or as per Applicable Law, whichever is higher.</del></p> <p>ii) The Consultant will maintain at its expense PLI including coverage for errors and omissions caused by Consultant's negligence in the performance of its duties under this agreement,</p> <p>(A) For the amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder OR</p> <p><del>(B) proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.</del></p> <p><del>iii) The policy should be issued only from an Insurance Company operating in India.</del></p> <p>iv) The policy must clearly indicate the limit of indemnity in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy" (AOP) and in no</p>	

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		<p>vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHAI. The insurance company may provide an undertaking in this regard.</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</p>	<p><del>case should be for an amount less than stated in the contract</del></p> <p>v) <del>If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association.</del></p> <p><del>vi) The contract may include a provision whereby the Consultant does not cancel the policy midterm without the consent of NHAI. The insurance company may provide an undertaking in this regard.</del></p> <p><del>(d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start</del></p> <p><del>from the date of commencement of services and remain effective as per relevant requirements of contract agreement.</del></p>	





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19.	Article 8, Page 43	<p>Article- 8: Independent External Monitor (IEM</p> <p>The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p>The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access <del>without restriction</del> to all project documentation of the principal in its physical form including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, <del>unrestricted and unconditional</del> access to his project documentation in its physical form. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.</p>	As per RFP.
20.	Clause 6.3.4, Page 64	<p>Cessation of Rights and Obligations:</p> <p>Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, 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)</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p><b>Cessation of Rights and Obligations:</b></p> <p>Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract</p>	As per RFP.





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		the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.5 hereof, (iv) the rights of indemnity of the Client specified in clause 6.12.2 and (v) any right which a Party may have under the Applicable Law.	pursuant to relevant clause hereof, 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 relevant clause hereof, <del>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.5 hereof, (iv) the rights of indemnity of the Client specified in clause 6.12.2 and (v) any right which a Party may have under the Applicable Law.</del>	
21.	Clause 6.4.3, Page 65	<p><b>Confidentiality</b></p> <p>The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p><b>To be deleted and replaced with the following clause:</b></p> <p>Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of</p>	As per RFP.

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			confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
22.	Clause 2.14.4, Page 20	All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.	Request the Authority to kindly amend the clause as, -  2.14.4 All documents and other information provided by Client <del>or submitted by an Applicant to Client</del> shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All <del>information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy</del> shall be the property of Client.	As per RFP.
23.	Clause 6.4.6, Page 20	Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to	Request the Authority to kindly amend the clause as,-	As per RFP.

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		this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions	Documents Prepared by the Consultants <del>to be the Property of the Client:</del>  <b>To be deleted and replaced with the following clause:</b>  The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Consultant compiles and retains in connection with the Services (but not information provided by Client reflected in them).	
24.	Clause 6.9.1.1, Page 69	Responsibility for accuracy of project documents  The Consultant shall be responsible for accuracy of the submissions and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the details including financial	Request the Authority to kindly amend the clause as-  The Consultant shall be responsible for accuracy of the submissions and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the details	As per RFP.

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		model, draft contracts etc. if required during the execution of the Services.	<del>including financial model, draft contracts etc. if required during the execution of the Services.</del>	
		6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the submissions and the Client will bear no responsibility for the accuracy of the details submitted by the Consultants.	<del>6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the submissions and the Client will bear no responsibility for the accuracy of the details submitted by the Consultants.</del>	
25.	Clause 6.4.2.4, Page 65	Prohibition of Conflicting Activities  Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:  a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and  b) after the termination of this Contract, such other activities as may be specified in the SCC.	Request the Authority to kindly amend the clause as,-  Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:  a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and  b) after the termination of this Contract, such other activities as may be specified in the SCC.	As per RFP.
26.	Clause 6.4.2.3, Page 64-65	Consultants and Affiliates Not to Engage in Certain Activities	Request the Authority to kindly delete this clause, as suggested by our Legal Counsel.	As per RFP.





Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
		The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub- consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.		
27.	Clause 6.8.4, Page 67	<p>Arbitration</p> <p>6.8.4.1. Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 as amended. The venue of such arbitration shall be ***** and the language of arbitration proceedings shall be English.</p> <p>6.8.4.2 Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator to be appointed as per the procedure below</p> <p>a) Parties 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</p>	<p>Request the Authority to kindly amend the clause as,-</p> <p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration &amp; Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The</p>	Refer Corrigendum No 2

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
		other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be 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, the president, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.	decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.	
28.		New Clause insertion	Request the Authority to kindly insert the below clause:  Any information, advice, recommendations or other content of any reports, presentations or other communications the Consultant provides under this Agreement ("Reports"), other than information provided by the Client, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside Client's organization.	As per RFP.



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested	Remarks/Justification of NHIDCL
29.	5.7 Delivery and Payment Pg No 54	S.No	Deliverable	T = 0	% payment	It is requested that the payment milestones may be modified as per the below suggestion:	Refer Corrigendum No 2
		1	Inception Report	T + 1	10%		
		2	Baselining & benchmarking	T = 4	5%		
		3	Market potential report, Emerging Trends and Benchmarks	T + 6	10%		
		4	Commercialization Strategy & Financial Model	T + 9	10%		
		5	Value proposition and Outreach & Finalisation of the bid document	T + 12	5%		
		6	Release of RFP for Selection of Developer	T + 14	10%		
		7	Conclusion of Tender Process and Selection of Developer	T + 20	15%		
		8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%		
		S.No	Deliverable	T = 0	% payment		
		1	Inception Report	T + 1	10%		
		2	Baselining & benchmarking	T = 4	10%		
		3	Market potential report, Emerging Trends and Benchmarks	T + 6	15%		
		4	Commercialization Strategy & Financial Model	T + 9	15%		
		5	Value proposition and Outreach & Finalisation of the bid document	T + 12	15%		
		6	Release of RFP for Selection of Developer	T + 14	15%		
		7	Conclusion of Tender Process and Selection of Developer	T + 20	5%		
		8	Achieving Commercial Closure with selected developer and signing of	T + 24	5%		

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Remarks/Justification of NHIDCL
		9	Mobilisation of Developer at Site	T + 25	10%		Investment Memorandum			
		10	Final Project Report	T + 26	10%	10	Mobilisation of Developer at Site and Final Project Report	T + 26	10%	
30.	Pg. No. 54 Deliverables & Payments	The key deliverables to be submitted by the Consultant and associated timelines are as mentioned in the below table:				<p>It is our submission that the payments terms shall commensurate time and efforts put in by the consultant during the Feasibility and Drafting the Bid documents.</p> <p>Also, the timelines defined within the schedule particularly for a few milestones seems unrealistic and not viable to complete the engagement within a span of 26 weeks. Hence, we request you to modify the timelines as well as percentage of fee for the envisaged scope of services as below:</p>				Refer Corrigendum No 2
		S.No	Deliverable	T = 0	% payment	S.No	Deliverable	T = 0	% payment	
		1	Inception Report	T + 1	10%	1	Inception Report	T + 1	10%	
		2	Baselining & benchmarking	T = 4	5%	2	Baselining & benchmarking	T + 6	10%	
		3	Market potential report, Emerging Trends and Benchmarks	T + 6	10%	3	Market potential report, Emerging Trends and Benchmarks	T + 12	10%	
		4	Commercialization Strategy & Financial Model	T + 9	10%	4	Commercialization Strategy & Financial Model	T + 15	10%	
		5	Value proposition and Outreach & Finalisation of the bid document	T + 12	5%					
		6	Release of RFP for Selection of Developer	T + 14	10%					
		7	Conclusion of Tender Process and	T + 20	15%					



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Remarks/Justification of NHIDCL
			Selection of Developer			5	Value proposition and Outreach & Finalisation of the bid document	T + 22	5%	
		8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 24	15%	6	Release of RFP for Selection of Developer	T + 26	15%	
		9	Mobilisation of Developer at Site	T + 25	10%	7	Conclusion of Tender Process and Selection of Developer	T + 35	15%	
		10	Final Project Report	T + 26	10%	8	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 45	10%	
						9	Mobilisation of Developer at Site	T + 47	5%	
						10	Final Project Report	T + 51	10%	
						<p>Also, any delay occurring due to time taken by the Authority for approval of deliverables or any decision making or a delayed response from the bidder/developer shall be considered within the stipulated timelines.</p> <p>We request the Authority to also confirm, if any of the components of development of MMLP fails to attract any bid or has to be dropped for any reasons whatsoever, what will be the mechanism for</p>				

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL						
			revision of fee or will the fee be reduced on a pro-rata basis for consideration purposes?							
31.	Pg. No. 25 Key Personnel (1) and (5)	<p>1 All team members must be available in Delhi NCR at all times and shall visit NHIDCL HQ for meetings, discussions, guidance for the work assigned or as required by Client.</p> <p>5. The Support Analysts shall be stationed at Client's Office for day-to-day coordination and support activities.</p>	<p>It is our understanding that to carry out the defined scope of transaction advisory services, the need for deployment of resources is typically not required and the team of experts are available for interactions and meetings as in when required.</p> <p>We request you to kindly modify this requirement and confirm our above stated understanding for this engagement.</p>	Refer Corrigendum No 2.						
32.	Pg. No. 53 (5.6) Teaming Arrangement	<table><tr><th>Position</th><th>Min qualification</th></tr><tr><td>PD cum PPP Expert</td><td>Graduated in Engineering with masters /PGDM in Economics/Finance or CA /CMA/with MBA in any discipline</td></tr><tr><td>Technical Expert I Infrastructure Financing Expert</td><td>Bachelors degree in Engineering with Masters/PGDM in Finance or equivalent.</td></tr></table>	Position	Min qualification	PD cum PPP Expert	Graduated in Engineering with masters /PGDM in Economics/Finance or CA /CMA/with MBA in any discipline	Technical Expert I Infrastructure Financing Expert	Bachelors degree in Engineering with Masters/PGDM in Finance or equivalent.	<p>It is kindly submitted as per our understanding that MBA / PGDM degrees certificates of various top ranked institutes/ universities do not mention the specializations. We understand that general MBA/ PGDM degree shall be considered as eligible under this criteria. Kindly confirm our understanding.</p>	Refer Corrigendum No 2.
Position	Min qualification									
PD cum PPP Expert	Graduated in Engineering with masters /PGDM in Economics/Finance or CA /CMA/with MBA in any discipline									
Technical Expert I Infrastructure Financing Expert	Bachelors degree in Engineering with Masters/PGDM in Finance or equivalent.									



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
33.	Pg. No. 20 2.15 - Tentative schedule for selection process	Proposal Due Date – 02-07-2025	We request you to kindly extend the defined submission deadline by three (3) weeks from the date of issuance of the response to the pre bid queries.	Refer Corrigendum No 2.
34.	Pg. No. 20 Miscellaneous (2.14.3)	It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.	We Suggest kind deletion of this clause. Since, no party should not be asked to waive its rights as it is against the principles of natural justice.	As per RFP.
35.	Pg. No. 27 Form 3A: Proposal Submission Form	11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.	We Suggest kind deletion of this clause. Since, no party should not be asked to waive its rights as it is against the principles of natural justice.	As per RFP.
36.	Pg. No. 63 Cessation of Rights and Obligations (6.3.3)	Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, 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)	We request you to kindly modify these criteria as below since to the best of our understanding these should not survive perpetuity	As per RFP.



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
		the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 6.5 hereof, (iv) the rights of indemnity of the Client specified in clause 6.12.2 and (v) any right which a Party may have under the Applicable Law.		
37.	Pg. No. 69 Responsibility for accuracy of project documents (6.9)	<p>General</p> <p>6.9.1.1 The Consultant shall be responsible for accuracy of the submissions and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the details including financial model, draft contracts etc. if required during the execution of the Services.</p> <p>6.9.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the submissions and the Client will bear no responsibility for the accuracy of the details submitted by the Consultants.</p>	It is our kind submission to delete this clause since we do not vouch for accuracy of documents. Further, Consultant is required to indemnify the client against any inaccuracy in its work which might during implementation of the project.	As per RFP.
38.	Additional Clauses		<p>We request you to kindly add the following clauses in purview of their relevance in terms of Risk perspective:</p> <p>i. NHIDCL ("Client") agrees that the DTTILLP ("Bidder") shall not be liable to CLIENT for any losses for an aggregate amount in excess of the</p>	As per RFP.





Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
			<p>fees paid by CLIENT to the Bidder under the contract.</p> <p>ii. CLIENT shall indemnify and hold harmless the Bidder for all losses and claims arising in connection with any third party claim in relation to or pursuant to the contract or the services.</p> <p>iii. CLIENT shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</p> <p>iv. If Client is a restricted entity, please add the below clause :-</p> <p>CLIENT shall be solely responsible for, among other things: (i) making all management decisions and performing all management functions; (ii) designating one or more individuals who possess suitable skill, knowledge, and/or experience, preferably within senior management to oversee the services; (iii) evaluating the adequacy and results of the services; (iv) accepting responsibility for the results of the Services; and (v) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.</p> <p>v. The Bidder may terminate this contract by a written notice to CLIENT if the Bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where Client's ownership or constitution has changed), makes the Bidder 's performance of the contract impermissible or in conflict with independence or professional rules applicable to the Bidder. Upon</p>	





Query No.	Clause No and Page No.	Content of the RFP requiring clarifications			Clarifications Requested	Remarks/Justification of NHIDCL
					termination, CLIENT agrees to pay the Bidder for all services performed up to the effective date of termination.	
39.	Section 5, ToR, Clause 5.6 – Teaming Arrangements, Pg53-54	S.NO	Position	Minimum Qualification and Experience	i. We believe that the requirement of a bachelor's degree in Engineering for Infrastructure Financing and Transport/Logistics Infrastructure Experts is overly restrictive. A bachelor's degree in any field should be sufficient to meet the project's needs.  ii. We would also request the Authority to consider reducing the minimum experience requirement from 12 to 10 years for both Technical Expert positions. This will allow a wider pool of qualified candidates to be considered.	Refer Corrigendum No 2
		2	Technical Expert I-Infrastructure and Financing Expert	Bachelor's degree in Engineering with Masters/PGDM in Finance or Equivalent ii. Should have a minimum experience of 12 years in areas of infrastructure financing / investment promotion, especially in transport / logistics infrastructure		
		3	Technical Expert II Transport Logistical Infra Expert	Bachelor's degree in Engineering with Masters/PGDM in Management / Engineering/Planning  ii. Should have a minimum experience of 12 years in areas transport / logistics infrastructure development.		



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
40.	Page 20 of 74  Proposal Due Date 02.07.2025	Proposal Due Date 02.07.2025	<p>We Request you to kindly extend the due date of submission by at least 3 weeks from the date of release of queries.</p> <p>The bid document preparation requires extensive paperwork, preparation of documentation and preparing an experienced team who can lead this assignment. Thus, we request if the requested extension would be provided on the submission deadline.</p>	Refer Corrigendum No 2
41.	Page 72 of 74 - IX. Clause 6.4.7: Liability of the consultant	IX. Clause 6.4.7: Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in services rendered by him with a Limitation of the Consultants' Liability towards the Client for the following conditions: (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.	<p>The clause of limitation of consultant's liability to the contract value or the consultancy fee helps in accounting the risks involved for the bidder against that tender opportunity.</p> <p>Considering the same, we would request the authority to kindly include the new liability clause as follows:</p> <p><i>"In no circumstances shall Consultant's total liability for any direct damages under this Contract exceed the Fee paid to Consultant. Consultant shall not be liable to Client in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special, or punitive, whether Client had been advised of the likelihood of any such loss or damage".</i></p>	As per RFP.



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL																																																				
		(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.																																																						
42.	Section 5, ToR, Clause 5.6 – Deliverables & Payments, Pg55	<table><tr><th>S.No</th><th>Deliverable</th><th>T = 0</th><th>% payment</th></tr><tr><td>1</td><td>Inception Report</td><td>T + 1</td><td>10%</td></tr><tr><td>2</td><td>Baselining &amp; benchmarking</td><td>T = 4</td><td>5%</td></tr><tr><td>3</td><td>Market potential report, Emerging Trends and Benchmarks</td><td>T + 6</td><td>10%</td></tr><tr><td>4</td><td>Commercialization Strategy &amp; Financial Model</td><td>T + 9</td><td>10%</td></tr><tr><td>5</td><td>Value proposition and Outreach &amp; Finalisation of the bid document</td><td>T + 12</td><td>5%</td></tr><tr><td>6</td><td>Release of RFP for Selection of Developer</td><td>T + 14</td><td>10%</td></tr><tr><td>7</td><td>Conclusion of Tender Process and Selection of Developer</td><td>T +20</td><td>15%</td></tr><tr><td>8</td><td>Achieving Commercial Closure</td><td>T + 24</td><td>15%</td></tr></table>	S.No	Deliverable	T = 0	% payment	1	Inception Report	T + 1	10%	2	Baselining & benchmarking	T = 4	5%	3	Market potential report, Emerging Trends and Benchmarks	T + 6	10%	4	Commercialization Strategy & Financial Model	T + 9	10%	5	Value proposition and Outreach & Finalisation of the bid document	T + 12	5%	6	Release of RFP for Selection of Developer	T + 14	10%	7	Conclusion of Tender Process and Selection of Developer	T +20	15%	8	Achieving Commercial Closure	T + 24	15%	<p>i. We believe timelines for the project have been significantly condensed. Due to the nature of the facility and potential location, we would request the authority to add an interim deliverable related to "Release of an EOI" to gauge market sentiment.</p> <p>ii. Additionally, the cost borne by the consultant shall be front ended towards submission of Market Potential report, thus would request the authority to revise the payment milestone to cover the initial expenses borne towards preparation of the same.</p> <p>The revised deliverables timelines could be as follows</p> <table><tr><th>S.No</th><th>Deliverable</th><th>T = 0</th><th>% Payment</th></tr><tr><td>1</td><td>Inception Report</td><td>T + 1</td><td>10%</td></tr><tr><td>2</td><td>Baselining &amp; benchmarking</td><td>T + 4</td><td>5%</td></tr><tr><td>3</td><td>Market potential report, Emerging Trends and Benchmarks</td><td>T + 8</td><td>15%</td></tr></table>	S.No	Deliverable	T = 0	% Payment	1	Inception Report	T + 1	10%	2	Baselining & benchmarking	T + 4	5%	3	Market potential report, Emerging Trends and Benchmarks	T + 8	15%	Refer Corrigendum No 2
S.No	Deliverable	T = 0	% payment																																																					
1	Inception Report	T + 1	10%																																																					
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Query No.	Clause No and Page No.	Content of the RFP requiring clarifications				Clarifications Requested				Remarks/Justification of NHIDCL
			with selected developer and signing of Investment Memorandum			4	Commercialization Strategy & Financial Model	T + 10	10%	
						5	Release of EOI	T + 12	5%	
		9	Mobilisation of Developer at Site	T + 25	10%	6	Value Proposition and Outreach & Finalization of bid document	T + 16	5%	
		10	Final Project Report	T + 26	10%	7	Release of RFP for Selection of Developer	T + 20	10%	
						8	Conclusion of Tender Process and Selection of Developer	T + 28	10%	
						9	Achieving Commercial Closure with selected developer and signing of Investment Memorandum	T + 30	10%	
						10	Mobilisation of Developer at Site	T+31	10%	
						11	Final Project Report	T + 32	10%	





Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
43.	Table-2: Technical Evaluation Criteria, B1, Pg23	Number of transaction advisory assignments completed/substantially completed (i.e., minimum 80% of the fees paid by authority/client) in Transport / Logistics Sector with Government Authority (Centre or State/PSUs) or their agencies in India in the last 10 years from bid due date with minimum work order value of INR 0.50 crores.	<p>i. We understand cargo assessment to understand potential cargo expected to be handled by the facility, including development of service portfolio is a critical element of the assignment. We would thus request the authority to allow for DPR Report Preparation and Feasibility Studies as eligible assignments to showcase the prospective bidders experience in the logistics sector</p> <p>ii. In addition, we would request the authority to allow bidders to showcase international experience of working with government sector entities in the logistics sector, and bid advisory assignments for private sector entities in the logistics and transport domain, as this would allow global and domestic best practices to be showcased and included as part of the study</p>	<p>i. As per RFP.</p> <p>Note: Categories mentioned under transport and logistics sector of harmonized list issued by Department of Economic Affairs (DEA), Govt of India shall be considered as eligible projects</p> <p>ii. As per RFP.</p>
44.	Table-2: Technical Evaluation Criteria, B2, Pg23	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 100 Crores without cost of land, in India in last 10 years from Proposal Due Date.	<p>We acknowledge that some projects may not involve all stages of the project lifecycle, including feasibility studies, preparation of bid documents and bid process management. To ensure a fair evaluation, we kindly request the Authority to consider similar projects as eligible, even if they do not have experience in all specific activities. Therefore, we request Authority to modify the clause as below:</p> <p>i "Experience of preparation of Prefeasibility/ Feasibility Report including PPP structuring, preparation of bid documents and</p>	As per RFP.



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
			<i>assist Client in Bid Process Management for selection of Developer/ Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 100 Crores without cost of land, in India in last 10 years from Proposal Due Date"</i>	
45.	Table-2: Technical Evaluation Criteria, B1, Pg23	Experience of preparation of Prefeasibility / Feasibility Report including PPP structuring, preparation of bid documents and assist Client in Bid Process Management for selection of Developer / Concessionaire for an infrastructure project (all activities in a single project), with a minimum project cost of Rs. 100 Crores without cost of land, in India in last 10 years from Proposal Due Date.	We understand that ongoing projects will also be considered under this criterion. Please confirm!	As per RFP.
46.	Page 25 of 74 & Page 54 of 74 D5 Legal Expert	<b>5. Legal Expert</b> i. bachelor's degree in law ii. Should have a minimum experience of 10 years in managing legal matters in PPP projects including review of agreements, clarifications of by-laws, etc. iii. Should have experience of working with Government Agencies	We would like to highlight the authority that According to the Indian Bar Association a legal expert is supposed to be registered with the Indian Bar Association and shall not be on a permanent payroll for a consultancy wherein the legal advice is cited for avoidance of a conflict of interest. Therefore, the legal expert is hired from outside the organization. We would request you to kindly review this clause to <b><i>have the legal expert to be sub-consulted for the project.</i></b>	Min qualification and experience are as per RFP.  Refer clause 2.1.10. To avail the services of legal through sub consultancy.
47.	Page 25 of 74 & Page 54 of 74	<b>4. Procurement &amp; Contract Management Expert</b> i. Bachelor's degree in any discipline with Masters in Law /	We would like to highlight the authority that According to the Indian Bar Association a legal expert is supposed to be registered with the Indian	For Legal Expert: Refer clause 2.1.10. To avail the



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
	D4 Procurement & Contract Management Expert	Management / equivalent ii. Should have a minimum experience of 10 years in procurement and contracts administration with Public Sector Clients iii. Should be versed with standard forms of agreement as released by Government from time to time iv. Should have prior experience of managing procurement for atleast 3 similar developments v. Should have experience of innovative procurement methods such as Annuity, HAM, etc. vi. Should be versed in PPP arrangements and have prior experience of handling PPP assignments with Government Client in infrastructure sector.	Bar Association and shall not be on a permanent payroll for a consultancy wherein the legal advice is cited for avoidance of a conflict of interest. Therefore, the legal expert is hired from outside the organization. We would request you to kindly review this clause to <b><i>have the Procurement &amp; Contract Management Expert/legal expert to be sub-consulted for the project.</i></b>	services of legal through sub consultancy.  For Procurement and Contract management Expert: As per RFP.
48.	Page 25 of 74 & Page 54 of 74 Support Analysts (2 No – to be stationed at Client's Office)	The support analysts shall be stationed at client's office for day-to-day coordination and support activities & i. Bachelor's degree in Engineering with Masters in Management / Finance / equivalent  ii. Should have a minimum of 5 years of experience in areas of project management / investment promotion / market analysis, etc.  iii. Should have experience of conducting market research and demand assessment	The project duration is for 6 months, we would like to highlight the Authority that the Support Key experts asked in the RFP are not required for the complete duration of the assignment. They are needed on intermittent basis only therefore their continuous deployment is not required.  In addition, there will be a huge financial implication for these experts who will not be giving any continuous inputs, and this can be saved if their inputs can be made intermittent as per requirement. Thus, we request the authority to kindly allow these experts to be available for any meetings/reviews/presentations as in when required by the Department from time to time.	Refer Corrigendum No 2

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
		iv. Should be familiar with data analysis techniques and development of investor pitches, presentations, notes, etc.  v. Should have prior experience of working with Government Agencies.	Additionally, we also request to kindly reduce the minimum 5 years of experience in areas of project management / investment promotion / market analysis, etc. to 3 years.	
49.	Clause 2.1.10 (Page 8)	Clause 2.1.10 - Joint venture or Consortium is not permitted. However, bidder can avail the services of the Legal agency through sub-consultancy	We kindly request the client to consider allowing a JV/Consortium Partner, as this would provide bidders with the opportunity to offer the best possible services to the Authority.	As per RFP. (Refer clause 2.1.10 and 2.1.11)
50.	<b>Table-1: Minimum Qualification Criteria – Point 3 (Page 22)</b>	<b>Financial Capacity:</b> Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022- 23 and FY 2023-24). Note: Turnover from services related to Audit, Taxation etc. shall not be considered.	We request the authority to reconsider the turnover requirement specified in the RFP. Many consultancy firms do not meet the turnover threshold outlined in the document. Therefore, we request that the turnover requirement be revised from 100 Cr to 50 Cr. Bidder to be an organization with a minimum average annual turnover of more than <b>INR 50 Cr</b> from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022- 23 and FY 2023-24).	As per RFP
51.	<b>Table-2: Technical Evaluation Criteria Point A1 (Page 23)</b>	<b>Average Annual Turnover:</b> - Average annual turnover of the Bidder in last 3 (three) financial years (FY 2021-22, 2022-23 and 2023-24) from Consulting & Advisory Services in India (excluding revenues from audit & tax related services) INR 100 Cr. to less than INR 150Cr. (3 marks) INR 150Cr. to less than INR 200 Cr. (6 marks) INR 200 Cr. to less than INR 250 Cr. (9 marks)	We kindly request the authority to consider the provisional turnover for FY 2024-25 and to reconsider the marking criteria for turnover as follows: INR 25 Cr. to INR 50 Cr. (05 Marks) INR 50 Cr. to INR 70 Cr. (10 Marks) More than INR 70 Cr. (15 Marks)	As per RFP



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
		INR 250 Cr. to less than INR 300 Cr. (12 marks) INR 300 Cr. and above (15 marks)		
52.	Table-1: Minimum Qualification Criteria – Point 4 (Page 22)	<b>Technical capacity:</b> Bidder should have completed/ substantially completed (i.e., minimum 80% of the fees paid by authority/client) 2 assignments related to Transaction Advisory services in Transport / Logistics sector in India in the last 10 years with a minimum work order value (inclusive of taxes) of INR 0.50 Cr each	<p>We request the client to consider a relaxation of the required value for consulting fees received from eligible assignments, as well as the specificity of the sector. While our firm possesses substantial experience in transaction advisory services, several of our engagements—particularly in logistics, multimodal transport, and related infrastructure—fall slightly below the INR 0.50 Cr threshold. Moreover, similar assignments in urban infrastructure, industrial development, and integrated transport planning exhibit comparable technical relevance.</p> <p>Considering this, we kindly request NHIDCL to consider: (i) lowering the threshold for consulting fees received, and (ii) accepting assignments from sectors closely aligned with the project requirements. This adjustment would facilitate the inclusion of experienced firms with the necessary technical expertise, which might otherwise be excluded due to minor variations in project scope or sector classification.</p> <p>Additionally, we wish to clarify that we are currently empanelled as bidders for NHAI and have provided financial consulting services, including transaction advisory services, to REC, FCI, and NAFED. The fees received from NHAI for these services amount to approximately INR 0.10 Cr.</p>	As per RFP

Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
			In light of this, we request the client to consider relaxing the turnover requirement from INR 0.50 Cr to INR 0.10 Cr	
53.	Clause 5.6 – Teaming Arrangements (Sr No 6, Support Analysts) (Page 54)	The RFP states that Support Analysts (2 Nos.) must be stationed at the Client's office for day-to-day coordination and support activities.	We request NHIDCL to kindly clarify whether the Support Analysts are required to be deployed on a full-time and physical basis at the Client's office throughout the assignment duration, or if a hybrid working arrangement (partially remote and partially on-site) may be permitted. Given the nature of work, which may involve both desk-based tasks and occasional client interactions, a flexible deployment model would help optimize resources without compromising on coordination or deliverable timelines. If hybrid deployment is acceptable, it would also enable a wider pool of capable analysts to be considered for this role.	Refer Corrigendum No 2
54.	General Query	Last date and time of submission-02.07.2025	We request an extension of the submission deadline to <b>2-3 weeks following the publication of pre-bid responses</b> to ensure that all bidders have adequate time to thoroughly review and incorporate the responses into their proposals, thereby enhancing the quality and precision of the submissions and ensuring a fair and competitive bidding process.	Refer Corrigendum No 2
55.	Clause 2.1.10 (Page 8) • Clause 6.4.8, Point 5	Clause 2.1.10 - Joint venture or Consortium is not permitted. However, bidder can avail the services of the Legal agency through sub-consultancy	While the clause on pre-qualification disallows JVs or Consortiums, subsequent references in the RFP and contract conditions suggest that such	Refer Corrigendum No 2



Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
	(Page 73) • Article 10 Point 3 of other provisions (page 44)	<p>Clause 6.4.8 - If the Consultant enters into an agreement with NHIDCL in a joint venture or 'in association', the policy must be procured and provided to NHIDCL by the joint venture/in association entity and not by the individual partners of the joint venture/ association</p> <p>Article 10, point 3 (Other Provisions)- If the Bidder/Contractor/Concessionaire/Consultant is in a partnership or a consortium Joint Venture partner, this pact must be signed by all partners or consortium members.</p>	<p>arrangements may be anticipated or have been permitted in similar past tenders.</p> <p>Additionally, the allowance for legal sub consultancy indicates a degree of structural flexibility. Therefore, we respectfully seek confirmation on whether NHIDCL would consider consortium participation or technical associations (excluding legal sub-consultancy)</p> <p>Under this RFP. We also request that, if not allowed, the references to JV in other clauses be considered residual and not applicable to this tender. This clarification will help ensure accurate interpretation and appropriate structuring of our bid.</p>	
56.	Table-1: Minimum Qualification Criteria – Point 3 (Page 22)	<p>Financial Capacity: Bidder to be an organization with a minimum average annual turnover of more than INR 100 Cr from Consulting and Advisory Services in India in last 3 years (FY 2021-22, FY 2022- 23 and FY 2023-24).</p> <p>Note: Turnover from services related to Audit, Taxation etc shall not be considered.</p>	<p>We respectfully request the authority to consider relaxing this turnover requirement. The EMD specified in the RFP is INR 2,00,000, which typically corresponds to 1% of the estimated project value, implying a project cost of approximately INR 2 Cr. Even if we consider EMD as 0.5%, the total project value is approx. INR 4 Cr. In this context, the turnover requirement of INR 100 Cr appears disproportionately high relative to the project size. This threshold could restrict participation from otherwise qualified and experienced firms who are capable of delivering the scope of services effectively. Reducing the turnover criteria would enhance competition and allow for greater</p>	As per RFP.





Query No.	Clause No and Page No.	Content of the RFP requiring clarifications	Clarifications Requested	Remarks/Justification of NHIDCL
			participation from technically sound midsize consulting firms.	
57.	Table-1: Minimum Qualification Criteria – Point 4 (Page 22)	Technical capacity: Bidder should have completed/ substantially completed (i.e., minimum 80% of the fees paid by authority/client) 2 assignments related to Transaction Advisory services in Transport / Logistics sector in India in the last 10 years with a minimum work order value (inclusive of taxes) of INR 0.50 Cr each	<p>We request the client to consider a relaxation in the required value of eligible assignments and the specificity of the sector. While we have substantial experience in transaction advisory services, many such engagements—particularly in logistics, multimodal or related infrastructure—often fall slightly below the INR 0.50 Cr threshold. Additionally, similar assignments in urban infrastructure, industrial development, or integrated transport planning offer comparable relevance. We therefore request NHIDCL to consider:</p> <p>(i) lowering the minimum project value criteria, and</p> <p>(ii) accepting technically aligned projects in closely related sectors. This would help ensure that experienced firms with relevant capabilities are not excluded due to marginal differences in project scope or sector classification.</p>	<p>As per RFP.</p> <p>Note: Categories mentioned under transport and logistics sector of harmonized list issued by Department of Economic Affairs (DEA), Govt of India shall be considered as eligible projects</p>





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58.	Clause 5.6 – Teaming Arrangements (Sr No 6, Support Analysts) (Page 54)	The RFP states that Support Analysts (2 Nos.) must be stationed at the Client's office for day-to-day coordination and support activities.	<p>We request NHIDCL to kindly clarify whether the Support Analysts are required to be deployed on a full-time and physical basis at the Client's office throughout the assignment duration, or if a hybrid working arrangement (partially remote and partially on-site) may be permitted. Given the nature of work, which may involve both desk-based tasks and occasional client interactions, a flexible deployment model would help optimize resources without compromising on coordination or deliverable timelines.</p> <p>If hybrid deployment is acceptable, it would also enable a wider pool of capable analysts to be considered for this role</p>	Refer Corrigendum No 2



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