DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL)

Bid reference no. - DMIC - IITGNL/2025-26/563, Dated: 07.11.2025

Project name - Development of Greenfield Multi Modal Logistics Hub (MMLH) on Design, Build, Finance, Operate And Transfer (DBFOT) basis at Greater Noida, Gautam Buddh Nagar, Uttar Pradesh.

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
1.	RFQ-cum-RFP E-Tender Inviting Notice Page 3	Bid Submission end date and Time 06.02.2026 & 05:00 PM (IST)	We request extension of bid submission end date by a minimum of 45 months to 21.03.2026 looking at the nature & massive scale of the project & the market & feasibility assessments & bid documents compilation to be done thereof. The timeline is too short especially considering queries reply date of 05th January 2026 by the Authority.	Please refer to Corrigendum III Item No. 1
2.	RFQ-cum-RFP- Page 9/Clause 1.1.1	Location of the Project	Please provide information on the status of land of 311 Hectares for the project- Kindly provide the breakup of Land area already acquired & in possession of "DMIC IITGNL" the (Authority) & status of balance land area to be acquired and by when it is expected to be acquired	Please refer clause 4.1.2 along with provisions of clause 10.3.1 and 10.3.2 of the DCA for Authority's obligation related to land
3.	RFQ-cum-RFP Clause 1.1.1 Brief Particulars of the Project Page 9-10	Design Capacity & Traffic Triggers for Phasing	Please confirm if there is a scope to reallocate cargo profile capacities (basis our estimates of market demand) among container, bulk, warehousing, and cold storage cargo commodities etc. Please allow flexibility in commencement of phase II and Phase III: It should be minimum of 8 years or 80% of capacity instead of 5 years or 80% of capacity. Also, please reduce the capacities in tune with existing market, growth data & future growth. We request to reduce the capacities by 25 per cent.	Tender conditions prevail
4.	RFQ cum RFP Clause 2.2.1(c)(vi) Page 17	Eligibility of Bidders	Please share the list of all the consultants associated with the project so that there is no conflict of interest while appointing any consultant for any studies.	The advisors involved in the project are – - PricewaterhouseCoopers Private Limited (PwC) - Balaji Railroad Systems Private Limited (BARSYL) - Egis India Private Limited

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				- Indian Port Rail & Ropeway Corporation Ltd. (IPRCL)
5.	Techno Feasibility Report (TFR) Clause 1.4 Demand & Traffic Overview Page 24-26	Demand & Traffic Overview	Please provide further information regarding the cargo projections as given in the Techno Feasibility Report. 1. Basis for the estimated cargo projections 2. Methodology for study done 3. Current actual cargo in the primary hinterland of MMLH & currently from where (ICD, CFS etc.) the cargo is being handled. 4. The total hinterland market size & percentage of cargo assumed for MMLH from the hinterland. 5. Competitors of the MMLH & cargo being handled by competition.	The executive summary of the Feasibility Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examinations of the Project including the market and traffic before submitting their Bids.
6.	Techno Feasibility Report (TFR) Clause 1.6.2.1, Table 1.8 Page 35 -36	Estimated required area for various facilities	Additional land for long haul- Please provide information that by which year the "Authority" is expected to procure & hand over the additional land of approx. 12 hectares to the concessionaire	Please refer to clause 6.1.2 (r) of the DCA
7.	DCA Page 25/ Article-2 Clause 2.1		Also, please provide clarity on the complete infrastructure development in external additional land for long haul. Please confirm if the same is in the scope & and at the cost of the "Authority" itself.	The scope and cost of development of long-haul railway infrastructure is to be met by the Authority. Please refer to clause 6.1.2 (r) of the DCA
8.	DCA Page 28, Clause 4.1.2 Conditions Precedent page 28		Please provide information on rail connectivity of the MMLH project to the DFC (Dedicated Freight Corridor). By when the rail connectivity will be completed and what is the length of the rail to the point to which it is being connected in DFC.	Please refer clauses 4.1.2 and 6.4 of the DCA to assess the Condition Precedent and obligations of the Authority regarding rail spur line and internal rail siding Please refer to Corrigendum III Item no. 29
9.	DCA Clause 25.2 Page 96	License Fee	License fee of INR 90 Cr annually is high as per our estimates. Kindly consider a reduced license fee of around INR 50 Cr annually considering the massive investment required by the private developer and sharing of Gross Revenue with the Authority.	Tender conditions shall prevail

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10.	DCA Clause 12.6 Page 60	Construction of the Project	Please consider 1095 days (3 years) instead of 730 days (2 years) for scheduled completion of Phase I from the Appointed Date. The same is considering number of approvals required & the size of the project.	Tender conditions shall prevail
11.	DCA Clause 6.2 Page 42	Obligations relating to competing facility	Request extension of exclusivity period from 10 years to minimum 20 years looking at the investment & massive scale of the project. Also, please confirm that the Authority will also not develop any park/ facility with specific components of the MMLH- railway siding for container handling or warehousing project or bulk handling facility during the exclusivity period within 100 KM area. Also, please confirm that the Authority also includes the Central Government, State Government of Uttar Pradesh & NICDIT apart from DMIC IITGNL which is the SPV to make the exclusivity effective in practice.	Tender conditions shall prevail
12.	DCA /TFR/ RFQ cum RFP General		The documents does not mention or allocate any land specific to liquid tanks and auto Ro-Ro yards. Please confirm if the same can be planned by the private developer. We also wanted to clarify if there are any restrictions on handling bulk liquid cargo (edible oil, LPG, LNG, CNG, crude, other petroleum products etc.) as nowhere in documents it is mentioned as dry bulk but only as bulk and in bulk both dry bulk & liquid bulk are included. It will be beneficial for all stake holders if bulk liquid handling is also permitted.	Bidder to conduct their independent due diligence to assess market conditions and any associated development requirements. Do note that the minimum development obligations specified in the tender documents are mandatory and must be maintained and satisfied in full.
13.	General		Please provide information on any subsidies available from the State and Central Government to the Developer for the development of MMLH, warehouse, cold chain storage etc.	Bidders need to do their own due diligence
14.	General		Please provide information whether there is a scope for carving out a Free Trade Warehousing Zone (FTWZ) within the MMLP.	Bidders need to do their own due diligence
15.	Techno Feasibility Report (TFR)		The executive summary is shared as part of the documents by the Authority. Please share the complete TFR to understand the estimates & assumptions taken by the Authority in TFR & other documents.	Refer to reply for query no. 5
16.	General	Site Visit	During site visit, it is observed that soil has been removed from certain patches of land. Please confirm that the Authority will provide the project land in suitable condition. If any digging is done in land patch and soil is removed, it will increase the land development cost of the developer.	Please refer clause 4.1.2 along with provisions of clause 10.10 of the DCA

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17.	General	Site Visit	Please clarify regarding access & right of way to various villages etc. Please confirm the total number of access roads to various Government Departments, Villages etc. in the project area.	Bidders need to do their own due diligence
18.	TFR Page 24-26 Clause 1.4 Demand & Traffic Overview	Demand and traffic overview	Please provide further information regarding the cargo projections as given in the Techno Feasibility Report. 1. Basis for the estimated cargo projections 2. Methodology for study done 3. Current actual cargo in the primary hinterland of MMLH & currently from where (ICD, CFS etc.) the cargo is being handled. 4. The total hinterland market size & percentage of cargo assumed for MMLH from the hinterland. 5. Competitors of the MMLH & cargo being handled by competition.	Refer to reply for query no. 5
19.	RFP - Clause 1.3 Page 14	Last date of receiving queries 11 AM (IST), 28th November 2025	We request that query submission should be allowed till 7 days after pre-bid meeting.	Please refer to the Corrigendum 1 issued on 08th December 2025
20.	RFP - Clause 2.2.1(d) of the RFP Page 18	(d) Any Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance, this disqualification shall not apply where such adviser was engaged by the Bidder, its Members or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of the issue of the RFQ-cum-RFP. Nor will the disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.	We note that the Authority reserves the right to disqualify any Bidder that engages legal, financial, or technical advisers who are concurrently engaged by the Authority in relation to the Project, in order to avoid conflicts of interest. Kindly provide the names and detailed particulars of all legal, financial, and technical advisers currently engaged by the Authority for the Project.	The advisors involved in the project are – - PricewaterhouseCoopers Private Limited (PwC) - Balaji Railroad Systems Private Limited (BARSYL) - Egis India Private Limited - Indian Port Rail & Ropeway Corporation Ltd. (IPRCL)
21.	RFP - Clause 3.2.1 of RFP Page 31	3.2.1. Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clause 3.2.3 (A) and Clause 3.2.3 (B): Category 1: Project experience on Eligible Projects in Logistics sector that qualify under Clause 3.2.3A Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3A	1. The definitions of 'Logistics sector' and 'Core sector' provide illustrative lists but do not specify whether such lists are exhaustive. Kindly clarify which additional sectors, if any, may be deemed to be included within these definitions. 2. The definitions of 'Logistics sector' and 'Core sector' refer to 'construction cost' of the specified sectors. Kindly confirm whether this reference should be to 'construction' rather than 'construction cost' and clarify if the inclusion of the word 'cost' is a typographical error.	Do note that this is an exhaustive list The construction cost of the Eligible projects shall be counted to calculate the overall Technical Capacity

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		Category 3: Construction experience on Eligible Projects in Logistics sector that qualify under Clause 3.2.3B Category 4: Construction experience on Eligible Projects in core sector that qualify under Clause 3.2.3B For the purpose of this RFQ-cum-RFP, (a) Logistics sector would be deemed to include construction cost of Maritime Ports, Riverine ports, Air cargo terminals, Rail cargo terminals, Logistics parks, Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Freight Village, Warehouses, Cold storage facilities, manufacturing / processing related Industrial Parks/ Estates/SEZ; and (b) Core sector would be deemed to include construction cost of highways, railways, metro rail, power sector, airports, pipelines, irrigation, water supply, stadium, hospitals, hotel, smart city, silos, oil and gas and real estate development.		
22.	DCA - Recital C of the DCA Page 06	(C) Based upon the representations and submissions made by the Authority, the applicable permits that are required prior to implementation of the Project were granted to the Authority from the concerned Government Instrumentalities.	We note that Recital C of the Concession Agreement provides that certain applicable permits required for Project implementation have been obtained by the Authority, while the Scope of Work requires the Concessionaire to obtain all Applicable Permits. Kindly specify which applicable permits have already been obtained by the Authority pursuant to Recital C, and which applicable permits remain the obligation of the Concessionaire.	Please refers to the applicable approvals and permits as specified under the Conditions precedent and obligations of the Authority as per the Clauses 4.1.2 and Article 6 respectively All other applicable permits shall be obtained by the Concessionaire
23.	DCA - Clause 1.1 (Definition - Bank Rate) of the DCA Page 10	"Bank Rate" means the average of 1 year MCLR rate of interest of top 5 (five) Scheduled Commercial banks of India	We note that Bank Rate is defined as 'average of 1-year MCLR rate of interest of top 5 Scheduled Commercial banks' but the definition does not specify the calculation methodology. Kindly clarify: a) the 'top 5' banks basis for their ranking, whether it is ranked by total assets, deposits, market capitalisation, or other criteria; b) as of what date is the ranking determined (Appointed Date, annually, or each time Bank Rate is calculated); c) how frequently is Bank Rate recalculated; d) whether this is a simple average or weighted average; e) what happens if a bank ceases to publish 1-year MCLR or is no longer in the 'top 5'; and	Please refer to Corrigendum III Item No. 8

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			f) whether 'Scheduled Commercial Banks' is defined by reference to the RBI's list of scheduled commercial banks under the Banking Regulation Act, 1949.	
24.	DCA - Clause 1.1 – (Definition - Construction Period) of the DCA Page 11	"Construction Period" means the period beginning from the Appointed Date and ending on COD for phase-1 of MMLH development and the Construction Period for subsequent phases (if any) shall be the period from the commencement of construction of the respective phase to the commissioning of the respective phase;	We note that the Construction Period for Phase-1 runs from Appointed Date to COD, whereas for subsequent phases it runs from 'commencement of construction' to commissioning. Kindly clarify: a) when does 'commencement of construction' occur for Phase-2 and Phase-3, does this require Authority's approval, or does the Concessionaire have unilateral discretion to commence; b) how phase-specific Construction Periods affect the equity lock-in period under the Change in Ownership definition which restricts transfers 'during Construction Period of Phase-1 and 2 years thereafter'); and c) whether Performance Security requirements, delay damages, and other Construction Period obligations apply separately to each phase.	Please refer Clause 12.10 and 9.1 of the DCA Tender conditions shall prevail
25.	DCA - Clause 1.1 (Definition – Debt Due) of the DCA Page 11	"Debt Due" means the aggregate of the following sums representing the amounts advanced by the Senior Lenders towards Total Project Cost, expressed in Indian Rupees as may be outstanding and payable to the Senior Lenders under the Financing Documents on the Transfer Date: (a) the principal amount of the debt provided by the Senior Lenders under the Financing Documents for financing the Total Project Cost for each phase ("the Principal") but excluding any part of the Principal that had fallen due for repayment two years prior to the Transfer Date; (b) all accrued interest, financing fees and charges payable on or in respect of the debt referred to in sub-clause (a) above up to the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, and (ii) penal interest or charges, payable under the Financing Documents to any Senior Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority Default;	1. Kindly confirm the basis on which foreign currency Senior Debt and Subordinated Debt will be converted at the defined 'Reference Exchange Rate' for all computations, given that the definition of Debt Due restricts it to sums 'expressed in Indian Rupees,' while Subordinated Debt can be in foreign currency and is converted for cap purposes. Additionally, also clarify the apparent inconsistency with the 'expressed in Indian Rupees' phrasing. 2. The definition excludes 'any part of the Principal that had fallen due for repayment two years prior to the Transfer Date,' thereby reducing the Termination Payment and potentially creating conflicting incentives. Kindly clarify: a) the rationale for excluding overdue amounts, particularly in scenarios of Authority's Default; b) whether this exclusion applies even where non-payment was attributable to Force Majeure, Change in Law, or actions of the Authority; and c) whether these exclusions can be modified in cases of Termination for Authority Default. 3. We note that the definition provides an option for conversion of Equity into Debt Due. Kindly clarify:	Tender conditions shall prevail

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		provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken.	a) how such converted debt will be valued for Termination Payment purposes post-conversion; and b) whether this provision applies to compulsorily convertible instruments.	
26.	DCA - Clause 1.1 (Definition – Equity) of the DCA Page 12	"Equity" means the sum expressed in Indian Rupees representing the paid up equity share capital of the Concessionaire for meeting the equity component of the Total Project Cost, and for the purposes of this Agreement shall include convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Concessionaire, and any interest- free funds advanced by any shareholder of the Concessionaire for meeting such equity component, but does not include equity support by the Authority;	Kindly clarify what constitutes 'other similar forms of capital' under this definition and specify how quasi-equity instruments, such as optionally convertible debentures, are treated under this Agreement.	Tender conditions shall prevail
27.	DCA - Clause 1.1 (Definition - Gross Revenue) of the DCA Page 13-14	"Gross Revenue" means All the pre-tax revenues earned from the user for and in respect of Project Facilities and Services provided under or pursuant to this agreement during the relevant period of computation. Gross Revenue shall be computed based on the Fees charged to the Users and shall include any one-time or upfront revenue, and shall also include any imputed revenue calculated as per Clause 19.1 for and in respect of different Services as under. (a) Revenue from terminal services – Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing terminal services. For avoidance of doubt, the revenue heads will inter alia include Terminal Handling Charges, Container Handling Charges, Cargo Handling Charges, Lift on / Lift off (LOLO) Charges, Terminal Service Charges, Terminal Access Charge, Customs Examination charges, Weighment Charges, Documentation Charges, Documentation & Surveyor Charges, Maintenance & Repair Charges, Data Charges, Infrastructure &	1. We note that the definition references Clause 19.1 for imputed revenue calculation, whereas the actual imputation mechanism is set out in Clause 19.1.4, which addresses Related Party Transactions not conducted on an arm's length basis. Kindly clarify whether the reference should be to Clause 19.1.4 instead of Clause 19.1, whether imputed revenue is limited to adjustments for Related Party Transactions or extends to other scenarios, whether the Concessionaire can challenge the Independent Engineer's arm's length assessment, and whether Revenue Share is payable on imputed revenue that was not actually received. 2. We also note that the definition provides for inclusion of interest on investment. Kindly clarify whether interest on the Escrow Account, Debt Service Reserve Account, and other project accounts is included, and the rationale for including passive investment income in Gross Revenue, which appears unusual in concession agreements. 3. We further note that the definition provides for the certain exclusions. Please clarify: a) what constitutes 'such other related charges', does this include detention charges, storage charges, penalty charges for breach of service agreements, or other user-related penalties; b) whether liquidated damages received from EPC contractors, O&M contractors, or other sub-contractors for delays or	Please refer to Corrigendum III Item No. 10

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		Development Charges, Terminal Infra-charge on Loaded Containers, Equipment Imbalance Charge on Loaded Containers, Storage Charges, Ground Rent, or any other charge analogues to charges mentioned herein above. (b) Revenue from warehousing services – Gross Revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing warehousing services; and (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of Warehousing Zone facility, in full or in part to any third-party agency, if applicable. (c) Revenue from transportation services – Gross Revenue shall include any revenue earned from transportation services. (d) Revenue from value-added services – Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing value-added services. (e) Revenue from Commercial Zone services - Gross Revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing Commercial Zone services; and (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of Commercial Zone, in full or in part to any third-party agency, if applicable. (f) Revenue from Allied services - Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing any other services not mentioned herein. Further, in computing the Gross Revenue, income from interest on investments such as including security deposits, advances, premiums received etc. shall also be included.	defects are excluded from Gross Revenue (and therefore from Revenue Share calculations); c) whether insurance proceeds (including business interruption insurance) are excluded from Gross Revenue; and d) whether compensation received from the Authority for Change in Law, Force Majeure, or Authority Default is excluded from Gross Revenue.	

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		Any income receipts from the sale of Movable Assets (sale of Movable Assets for replacement of the same assets or its substitute in the Project and certified by the Independent Engineer), amount received by the Concessionaire by way of damages from third parties (excepting damages received from the Users on account of demurrage or such other related charges in respect of the Project Facilities and Services), taxes and cesses in respect to the Project Facilities and Services, if any, collected and paid to any Government authority shall not be included in computation of Gross Revenue.		
28.	DCA - Clause 1.1 (Definition - Price Index) of the DCA Page 16	"Price Index" shall comprise: - (a) 70% (seventy per cent) of WPI; and (b) 30% (thirty per cent) of CPI (IW), which constituents may be substituted by such alternative index or indices as the Parties may by mutual consent determine.	Kindly clarify: a) the process and timelines for obtaining mutual consent to substitute the constituent indices; b) the procedure applicable in cases where one index is discontinued while the other remains available; c) the mechanism if the Parties cannot reach agreement on substitution; d) whether any fallback mechanism exists, such as applying the last published index escalated by a fixed percentage.	Tender conditions shall prevail
29.	DCA - Clause 1.1 Definitions - Project Agreements) of the DCA Page 17	"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire for each phase with any person in connection with matters relating to, arising out of or incidental to the Project including Commercial Zone Development, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services during construction period involving a consideration of up to Rs. 5 (five) Crore;	We note that the definition of 'Project Agreements' exclude 'any agreement for procurement of goods and services during the construction period involving a consideration of up to Rs. 5 Crore.' Kindly clarify: a) whether the Rs. 5 Crore threshold applies per individual contract or on an aggregate basis where multiple contracts with the same vendor are entered into; b) whether this threshold applies separately to each phase for instance Rs. 5 Crore per phase or Rs. 5 Crore across all phases; c) whether the threshold is indexed for inflation or remains fixed throughout the Concession Period; and d) whether contracts that initially fall below Rs. 5 Crore but subsequently increase above this threshold due reasons including variations, extensions, or Change in Scope become 'Project Agreements' requiring Authority approval.	Tender condition shall prevail
30.	DCA - Clause 1.1 Definition - Project Completion	"Project Completion Schedule" means the progressive Project Milestones set forth in Schedule G for completion of the Project on or before the Scheduled Completion Date.	Kindly clarify: a) whether the term 'Project Completion Schedule' encompasses all progressive milestones set out in Schedule	Project Completion Schedule shall be applicable for all Phases as per specific requirements

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	Schedule) of the DCA Page 17		G for Phases 1, 2, and 3, or only the Phase-1 milestones tied to the Scheduled Completion Date; b) whether separate 'Scheduled Completion Dates' apply to Phase-2 and Phase-3; c) how delay damages under Clause 6.4 will apply to Phase-2 and Phase-3 milestones if the 'Scheduled Completion Date' is defined only for Phase-1.	
31.	DCA - Clause 1.1 – (Definition – Sub-ordinated Debt) of the DCA Page 18	"Sub-ordinated Debt" means the aggregate of the following sums expressed in Indian Rupees or in the currency of debt, as the case may be, outstanding as on the Transfer Date: (a) the principal amount of debt provided by lenders or the Concessionaire's shareholders for meeting the Total Project Cost and subordinated to the financial assistance provided by the Senior Lenders; and (b) all accrued interest on the debt referred to in Sub-clause (a) above but restricted to the lesser of actual interest rate and a rate equal to 5% (five per cent) above the Bank Rate in case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6 (six)-month LIBOR (London Inter Bank Offer Rate) plus 2% (two per cent) in case of loans expressed in foreign currency, but does not include any interest that had fallen due 1 (one) year prior to the Transfer Date. provided that if all or any part of the Subordinated Debt is convertible into Equity at the option of the lenders and/or the Concessionaire's shareholders, it shall for the purposes of this Agreement be deemed to be Subordinated Debt even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;	We note that London Inter Bank Offer Rate (LIBOR) referenced in this definition has been discontinued globally. Kindly provide the replacement benchmark rate and confirm whether the definition will be updated accordingly.	Please refer to Corrigendum III Item No. 11
32.	DCA - Clause 1.1 (Definition - Termination Payment) of the DCA Page 19	"Termination Payment" means the amount payable by the Authority to the Concessionaire, upon Termination; and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement; provided that the amount payable in respect of any Debt Due expressed in foreign currency shall be	Kindly clarify: a) the consequences if the notification is delayed beyond the 60-day period; b) whether the notification may be amended if errors are subsequently discovered; and	Tender condition shall prevail

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		computed at the Reference Exchange Rate for conversion into the relevant foreign currency as on the date of Termination Payment. For the avoidance of doubt, it is agreed that within a period of 60 (sixty) days from COD, the Concessionaire shall notify to the Authority, the Total Project Cost as on COD and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment, and it is further agreed that in the event such disaggregation is not notified to the Authority, Equity shall be deemed to be the amount arrived at by subtracting Debt Due from Total Project Cost.	c) what supporting documentation is required to accompany the notification, such as auditor's certificate or lender confirmation.	
33.	DCA - Clause 1.1 – (Definition - Realisable Revenue) of the DCA Page 17	"Realisable Revenue" means all the revenue due and realisable under this Agreement, with or without any discounts or reduction in Fee, but does not include revenue that the Concessionaire has not been able to realise after due diligence and best efforts. For the avoidance of doubt, Realisable Revenue shall be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, which shall truthfully reflect the actual collection of revenue;	We note that three different revenue definitions exist in the Concession Agreement: 'Gross Revenue' (includes imputed revenue and interest income), 'Realisable Revenue' (excludes revenue not realised after due diligence and best efforts), and 'Average Daily Revenue' (includes automatic 5% increase and Independent Engineer assessment of unrealised revenue). Kindly clarify: a) the revenue definition applicable for calculating quarterly Revenue Share payments under Clause 25.3; b) the definition applicable for calculating Minimum Guaranteed Revenue Share under Clause 25.5; c) what constitutes 'due diligence and best effort' for excluding unrealised revenue from Realisable Revenue in this regard what evidentiary standard must the Concessionaire meet; d) the rationale for the automatic 5% increase in Average Daily Revenue; and e) the methodology by which the Independent Engineer will assess unrealised revenue for inclusion in Average Daily Revenue.	Tender condition shall prevail
34.	DCA - Clause 1.1 (Definition - Total Project Cost) of the DCA Page 19	"Total Project Cost" means the capital cost incurred on construction and financing of the Project, and shall be limited to the lowest of: a) the aggregate value of capital cost of the Project, as set forth in the Financial Package at the date of Financial Close; and b) the aggregate value of actual capital cost of the project as set forth in the Financial Package for each phase; and	Kindly clarify: a) the process and timelines for revising the specified Total Project Cost figures upon the Price Index breaching 6% per annum; b) what happens if the Parties are unable to reach agreement on such revision; c) whether the phase-wise caps are indexed for inflation from the Bid Date to Financial Close;	Tender condition shall prevail

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		c) Phase 1 a sum of Rs 2,374 Crores (Rupees Two Thousand Three Hundred and Seventy Four Crores Only) Phase 2 a sum of Rs 1,412 Crores (Rupees One Thousand Four Hundred and Twelve Crores Only) Phase 3 a sum of Rs 2,095 Crores (Rupees Two Thousand and Ninety Five Crores Only) Total across all phases a sum of Rs 5,881 Crores (Rupee Five Thousand Eight Hundred and Eighty One Crores Only) For the avoidance of doubt, Total Project Cost of each phase shall be added to determine the "Overall Total Project Cost". provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in Price Index or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event Price Index increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in Price Index, in excess of such 6% (six per cent), is reflected in the Total Project Cost.	d) whether costs incurred above the cap, on account of Change in Law, Force Majeure, or delays attributable to the Authority, are excluded from the Termination Payment.	
35.	DCA - Undefined capitalised term – Bid Date Page 10	“Change in Law” means the occurrence of any of the following after the Bid Date and having Adverse Impact: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law or any international treaty to which GOI is a signatory; (c) the commencement of any Indian law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Indian law by a judgment of a court of record which	We note that the term 'Bid Date’ is referenced in the definition of ‘Change in Law’ as the cut-off date for determining entitlements but is not defined in the DCA. Kindly provide the definition of 'Bid Date'.	Please refer to Corrigendum III Item No. 9

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		has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or (e) any change in the rates of any of the Taxes that have a direct effect on the Project		
36.	DCA - Clauses 3.6, 6.2, and 32.2 of the DCA Page 27,42,114	*3*.6. Extension of Concession Period In the event that extension of the Concession Period shall have become due under and in accordance with the provisions of this Agreement, the Concessionaire shall apply to the Authority forthwith for extension of the Concession Period in accordance with the provisions of this Agreement. For the sake of clarity, it is understood, agreed, and acknowledged by the Parties that the maximum extension of the Concession Period shall not, under any circumstances, be more than 10% (ten per cent) of the Concession Period in aggregate. The Concessionaire agrees and acknowledges that any and all provisions of this Agreement relating to grant of extension in the Concession Period by the Authority shall always be deemed to be subject to the limitation and restriction prescribed by this Clause 3.6. 6.2. Obligations relating to Competing Facility Authority shall procure that during the subsistence of this Agreement, the Authority shall, at any time neither construct nor cause to be constructed any new Competing Facility within a 100 (one hundred) kilometres radius of the MMLH until 10 (ten) years from the Appointed date ("Exclusivity Period"). Upon breach of its obligations hereunder, the Authority shall be liable to compensate to the Concessionaire the loss by extending the Concession period by the proportion that can be mitigated by such extension. However, such extension shall not exceed more than 10% (ten per cent) of the Concession Period and such extension shall be the sole remedy of the Concessionaire. In the eventuality that a Competing Facility is constructed within a 100 (one hundred) kilometres radius of the MMLH in violation of the conditions specified above, the Concessionaire can request written communication	1. Kindly clarify the basis on which proportionate extension of the Concession Period will be quantified and decided by the Authority: (a) in the event of breach of its obligations under Clause 6.2; and (b) under Clause 32.2 in the event of breach of the Agreement by the Authority. The language of these provisions relating to proportionate extension of the Concession Period is ambiguous. 2. We note that Clause 3.6 provides that the maximum extension of the Concession Period shall not, under any circumstances, be more than 10% of the Concession Period in aggregate. Accordingly, kindly clarify the remedy available to the Concessionaire in the event the Concessionaire incurs any loss due to breach by the Authority of its obligations under the Concession Agreement, which loss exceeds the extension granted under the Concession Agreement and cannot be recovered by the extension of the Concession Period.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		from the Authority stating breach of this clause to seek redressal i.e. extension of the Concession Period by the Authority. 32.2. Compensation for default by the Authority Subject to the provisions of Clause 32.4, in the event of the Authority, being in material breach or default of this Agreement at any time after the Appointed Date, shall compensate the Concessionaire for the loss suffered by extending the Concession Period in the proportion that can mitigate the loss suffered by such extension. However, any such extension of the Concession Period shall not exceed more than 10% (ten per cent) of the Concession Period and such extension shall be the sole remedy of the Concessionaire and no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement.		
37.	DCA - Clause 4.5 of the DCA Page 30	4.5. Deemed Termination upon delay Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before the 1st (first) anniversary of the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and the Concession Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.	Kindly clarify whether the Authority and the Concessionaire may mutually agree to extend the deemed termination deadline under Clause 4.5 beyond the first anniversary of the Concession Agreement.	Tender condition shall prevail
38.	DCA - Clause 5.1.5(q) of the DCA Page 32	(q) all the existing and future rates, Taxes, levies, duties (including stamp duties), cess and charges of whatsoever nature in respect of the Project shall be borne and paid by the Concessionaire throughout the term of the Concession Period;	Kindly clarify whether Clause 5.1.5(q) excludes Taxes, duties, cess and charges relating to the railway siding and other Project components for which responsibility lies with the Authority.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
39.	DCA - Clause 5.1.6 of the DCA Page 33	5.1.6. The Authority reserves the right to inspect and conduct checks to observe/witness the fulfilment of the obligations by the Concessionaire under this Agreement. If in the opinion of the Authority, the Project Facilities required to be provided under this Agreement are not being provided or are not being properly maintained or the level of Services is below the standards as provided under the Schedules hereto, the Concessionaire shall take such corrective measures upon being served with a notice to the said effect by the Authority. Failure of the Concessionaire to comply with the requirements of the notice within the Cure Period stipulated therein would be considered a breach of the terms of this Agreement by the Concessionaire.	Kindly clarify whether the Authority will provide prior notice to the Concessionaire regarding inspections conducted under Clause 5.1.6.	Tender condition shall prevail
40.	DCA - Clause 5.7 of the DCA Page 36	5.7. Obligations relating to branding of the Project The Project or any part thereof shall not be branded in any manner to advertise, display or reflect the name or identity of the Concessionaire or its shareholders. Save and except as may be necessary in the normal course of business, the Concessionaire undertakes that it shall not, in any manner, use the name or identity of the Project to advertise or display its own identity, brand equity or business interests, including those of its shareholders. For the avoidance of doubt, it is agreed that the Concessionaire may display its own name at the spots where other public notices are displayed for the Users. It is further agreed that the Project shall be known, promoted, displayed and advertised by the name of **********. Provided further that the Concessionaire shall not put any advertisement nor collect any revenue from the same until it has received Completion Certificate or the Provisional Certificate from the Independent Engineer.	Kindly clarify the scope and extent of the branding restrictions under Clause 5.7 and confirm whether the Concessionaire is permitted to display the Project name on its website for informational purposes.	Project name can be used on the Concessionaire's website for informational purposes only
41.	DCA - Clause 5.10 of the DCA Page 37	5.10. Obligations relating to aesthetic quality of the Project The Concessionaire shall maintain a high standard in the appearance and aesthetic quality of the Project and achieve integration of the Project with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements. The Concessionaire shall engage professional architects and structural designers of repute for ensuring that the design of the Project meets the aforesaid aesthetic standards	We note that Clause 5.10 requires the Concessionaire to maintain 'high standard in the appearance and aesthetic quality of the Project' and achieve 'integration of the Project with the character of the surrounding landscape.' Kindly clarify: a) the specific standards, guidelines, or benchmarks that will be used to assess compliance with these aesthetic requirements; and b) the consequences of non-compliance with these aesthetic obligations.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
42.	DCA - Clause 5.23 of the DCA Page 39	5.23. Obligations relating to procurement of goods and services The Concessionaire agrees and undertakes that it shall procure contracts, goods and services for the construction and operation of the Project in a fair, transparent, and efficient manner, and without any undue favour or discrimination in this behalf. In pursuance hereof, it shall frame a procurement policy specifying the principles and procedures that it shall follow in awarding contracts for supply of goods and services, and shall place the policy on its website for the information of general public and all interested parties. The policy shall also include the principles and procedures to be followed for leasing, sub-licensing or grant or allocation of any space, building, rights, or privileges to private entities.	Kindly provide any specific policies or guidelines that must be incorporated by the Concessionaire regarding procurement of goods and services. Additionally, please clarify whether there are any specific restrictions on procurement of goods and services from the Concessionaire's affiliates.	Tender conditions shall prevail
43.	DCA - Clause 5.24.1 of the DCA Page 39	5.24.1. The Concessionaire shall maintain books recording the procedure followed at the Project.	Kindly clarify what procedures are encompassed by the expression 'procedure followed at the Project' in Clause 5.24.1.	Tender conditions shall prevail
44.	DCA - Clause 6.1.2 (r) of the DCA Page 41	(r) Hand over the additional land for long haul to the Concessionaire as and when available with the Authority, complete with rail tracks and siding and ready for operations, and to assist the Concessionaire in integrating the same in the Project.	Kindly clarify the timeline and process for handover of the additional land for long haul to the Concessionaire.	Refer to reply for query no. 6
45.	DCA - Clause 6.4 of the DCA Page 42	6.4 Connectivity to rail and road network Save and except as specified in this Agreement, the Authority itself or through related GOI agency shall, no later than the 2nd (second) anniversary of the Appointed Date or 1 (one) month prior to commencement of COD whichever is later, provide or cause to be provided, (a) a traffic worthy road with 4 (four) lanes connecting the Project to the nearest National Highway or State Highway, as the case may be, and shall cause to augment/maintain such road as and when required in accordance with Good Industry Practice. For the avoidance of doubt, the Parties agree that the construction, capacity augmentation and repair & maintenance of such road shall be undertaken by the	Kindly clarify whether the Authority is responsible for procuring relevant approvals relating to the railway siding.	Refer to reply for query no. 22

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Authority itself or through related GOI agency and the cost thereof shall be borne solely by the Authority/related GOI agency. (b) a railway line/siding connecting the Project to the nearest railway line on the regional railway network/nearest railway station on the regional railway network. For the avoidance of doubt, the Parties agree that the construction and capacity augmentation of such railway line/railway siding shall be undertaken by the Authority itself or through related GOI agency and the cost thereof shall be borne solely by the Authority/related GOI agency. Provided further that cost towards routine and periodic maintenance of railway line/siding (including related supervision charges of Authority itself or through related GOI agency) shall be borne by the Concessionaire. In the event of delay in providing road and rail connectivity by the Authority itself or through related GOI agency for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, and any such delay adversely affects the commencement of COD, then, the Authority shall consider granting the reasonable extension in the Concession Period at the written request of the Concessionaire. Provided that, in any such case, the extension to the Concession Period shall not be longer than the delayed period in providing road and rail connectivity by the Authority itself or through related GOI agency. The Damages payable in terms of this Clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire.		
46.	DCA - Clause 9.2 of the DCA Page 49	9.2. Appropriation of Performance Security Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any	Kindly clarify: a) whether there are any restrictions on appropriation of Performance Security and the applicability of Cure Period before such appropriation; and b) whether Performance Security may be drawn for disputed claims until resolution pursuant to Clause 41, or if appropriated, whether it shall be restored upon the Concessionaire's success in the dispute.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 34. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 34		
47.	DCA - Clause 10.1 of the DCA Page 51	10.1. The Site The site of the Project shall comprise the land area described in Schedule A and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire as a licensee under and in accordance with this Agreement (the "Site"). Provided that the Authority may provide additional land for long haul to increase operational efficiency to the Concessionaire at a later date during the term of this Agreement and such land shall be deemed to be a part of Site for all the purposes under this Agreement.	Kindly clarify: a) the details of the existing right of way arrangements, easements, privileges, and liberties over the Site; b) whether the land will be handed over free from encumbrances and claims.	Tender condition shall prevail
48.	DCA - Clause 10.2.5 of the DCA Page 51	10.2.5. The Concessionaire hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the licence granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose.	Kindly clarify whether the necessary safeguards and procedures, including the Cure Period, will be available to the Concessionaire before invocation of Clause 10.2.5.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
49.	DCA - Clause 10.3.2 of the DCA Page 52	10.3.2. Without prejudice to the provisions of Clause 10.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 5% (five per cent) of the total area of the Site required and necessary for the Project, and in the event Financial Close is delayed solely on account of delay in grant of such vacant access and Right of Way, the Authority shall be liable to payment of Damages under and in accordance with the provisions of Clause 4.2. For the avoidance of doubt, the Authority acknowledges and agrees that the Appendix shall not include any land which may prevent the construction of any critical element of the Project without which the Completion Certificate or Provisional Certificate may not be granted. The Authority further acknowledges and agrees that prior to the Appointed Date, it shall have procured issuance of the statutory notification under Applicable Laws for vesting of all land comprising phase-1 of the Project. The Parties also acknowledge and agree that the conditions specified in this Clause 10.3.2 shall not be modified or waived by either Party.	We note that the Site handover provisions permit exclusion of up to 5% of the Site on the Appointed Date, subject to the restriction that excluded land shall not prevent completion of any 'critical element.' Kindly clarify: the methodology for computing the 5% cap; the definition of 'critical element'; and the remedy available to the Concessionaire if such exclusion prevents completion of a critical element.	Tender condition shall prevail
50.	DCA - Clause 10.7 of the DCA Page 53	10.7. Special/temporary right of way The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.	Kindly clarify whether the Authority will reimburse the cost of acquiring right of way where such acquisition is required due to the Authority's failure to adequately provide Right of Way or access to the Site under the terms of this Agreement.	Tender condition shall prevail
51.	DCA - Clause 12.6.4 of the DCA Page 60	12.6.4. The Concessionaire shall construct the Project in accordance with the Project Completion Schedule set forth in Schedule G and the design handling capacity as specified in Annex II of Schedule A. In the event that the Concessionaire fails to achieve any Project Milestone within a period of 90 (ninety) days from the date set forth for such Project Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved; provided that if any or all Project Milestones or the	Kindly clarify: a) the references to Clause 12.5.4 as the same Clause does not exist in the Concession Agreement. b) the time period within which the Authority will refund the Damages paid under Clause 12.6.4 to the Concessionaire, in the event the Project Completion Date is achieved on or before the Scheduled Completion Date.	Please refer to Corrigendum III Item No.12

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		Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above; provided further that in the event COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 12.5.4 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.5.4 shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.		
52.	DCA - Clauses 14.4.1 and 14.4.3 of the DCA Page 68	14.4.1 All items in the Punch List shall be completed by the Concessionaire within 120 (one hundred and twenty) days of the date of issue of the Provisional Certificate and for any delay thereafter, other than for reasons solely attributable to the Authority or due to Force Majeure, the Authority shall be entitled to recover Damages from the Concessionaire to be calculated and paid for each day of delay until all items are completed, at the lower of (a) 0.1% (zero point one per cent) of the Performance Security, and (b) 0.2% (zero point two per cent) of the cost of completing such items as estimated by the Independent Engineer. Subject to payment of such Damages, the Concessionaire shall be entitled to a further period not exceeding 120 (one hundred and twenty) days for completion of the Punch List items. For the avoidance of doubt, it is agreed that if completion of any item is delayed for reasons solely attributable to the Authority or due to Force Majeure, the completion date thereof shall be determined by the Independent Engineer in accordance with Good Industry Practice, and such completion date shall be deemed to be the date of issue of the Provisional Certificate for the purposes of Damages, if any, payable for such item under this Clause 14.4.1 14.4.3 The Concessionaire undertakes to complete the Punch List items for respective phases of the Project (in respect of those sections of the Project for which the Provisional Certificate has been issued) within a	We note that Clause 14.4.1 provides that Punch List Items must be completed within 120 days from issuance of the Provisional Certificate, while Clause 14.4.3 requires completion within 60 days. Kindly clarify the applicable period for completion of Punch List Items, after expiry of which liquidated damages may be levied by the Authority.	Please refer to Corrigendum III Item No.13

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		period of 60 (sixty) days of the date of issuance of the Provisional Certificate, and those parts of the Construction Works in respect of which Time Extension has been granted, within the extended period thereof. It is clarified that the Punch List shall include all items for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed sections, if such works do not materially affect the use of the completed sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Construction Works cannot be safely and reliably placed in service of the Users thereof.		
53.	DCA - Clause 16.4.2 of the DCA Page 72	Notwithstanding anything to the contrary contained in this Article 16, the cumulative cost of implementing all the orders pertaining to Change of Scope shall not exceed 10% (ten per cent) of the Overall Total Project Cost at any time during the Concession Period. The cost of change of scope shall be part of the Overall Total Project Cost of the Project. No Change of Scope shall be executed unless the Authority has issued the Change of Scope Order save and except any works necessary for meeting any Emergency.	Kindly clarify whether Total Project Cost will include costs incurred for undertaking Change of Scope pursuant to Clause 16.4.2, or confirm how such costs will be treated for Termination Payment purposes, given that the current definition of 'Total Project Cost' excludes such costs.	Tender condition shall prevail
54.	DCA - Clause 27.3 of the DCA Page 100	27.3. Damages for evasion of Fee In the event that any person uses the Project without payment of Fee due to the Concessionaire, the Concessionaire shall, subject to Applicable Laws and Applicable Permits, be entitled to determine and collect from such person the Fee due and twice the amount thereof towards predetermined liquidated damages for attempt to make unauthorized use of the Project; provided that the determination and collection of such Fee and liquidated damages hereunder shall be at the risk and cost of the Concessionaire and the Authority shall not be liable on this account in any manner whatsoever.	Kindly clarify: a) whether there are any restrictions on the amount of liquidated damages leviable by the Concessionaire in case Users utilize the MMLH without payment of Fee; and b) whether such liquidated damages rates must be displayed on the MMLH website.	Tender condition shall prevail
55.	DCA - Clause 29.1 of the DCA Page 104	29.1. Insurance during Concession Period The Concessionaire shall effect and maintain at its own cost, during the Concession Period , such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The	Kindly clarify whether the Concessionaire is required to obtain insurance policies for assets, facilities, and supporting infrastructure, including railway siding, developed by the Authority.	Please refer to Clause 29.2 of the DCA

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured and that the insurer shall pay the proceeds of insurance into the Escrow Account. For the avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues		
56.	DCA - Clause 34.8.3 of the DCA Page 123	34.8.3. In either case of the other Party agreeing to the proposed termination and with prior written approval of the Lender's Representative or otherwise, the Parties may negotiate the terms and conditions of the mutual foreclosure agreement and this Agreement shall stand terminated upon execution of mutual foreclosure agreement. Any payment under the Type B Foreclosure shall not exceed the termination payment as specified in case of Concessionaire event of default.	Kindly clarify whether approval of the Lender's Representative is mandatory for mutual foreclosure pursuant to Clause 34.8.3.	Tender condition shall prevail
57.	DCA - Schedule A (Annex II) of the DCA Page 155	In addition to facilities required to support above mentioned capacities, the Project is proposed to provide modern warehousing and cold storage facilities in a phase-wise manner over the Concession Period. In the phase I, the Concessionaire needs to create built up area of 3 (three) million square feet for modern warehouse and 0.3 (zero point three) million square feet for cold storage. For phase II and phase III, indicative warehousing capacity and cold storage has been provided in table below, however, the Concessionaire may develop these facilities as per actual market demand over the Concession Period	Kindly clarify whether the Concessionaire has sole discretion to determine 'market demand' and specify the mechanism, if any, for such determination.	Bidders to conduct their own due diligence
58.	General		We note that the DCA distinguishes between phase-wise Total Project Cost (Rs. 2,374 Crores for Phase-1, Rs. 1,412 Crores for Phase-2, Rs. 2,095 Crores for Phase-3) and Overall Total Project Cost (Rs. 5,881 Crores), but does not clarify how Termination Payment is calculated if termination occurs mid-development. Kindly clarify: a) how common costs including site development, utilities, access roads, administrative buildings are allocated between phases for Termination Payment purposes;	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			b) whether costs can be reallocated between phases if actual expenditure differs from the phase-wise caps specified in the definition of Total Project Cost; c) how Termination Payment is calculated if termination occurs after Phase-1 completion but before Phase-2 commencement in such a case whether it is based only on Phase-1 costs, or includes preparatory costs for Phase-2; and d) whether the phase-wise caps under the definition of Total Project Cost are cumulative or independent for instance if Phase-1 costs only Rs. 2,000 Crores, can the unused Rs. 374 Crores be added to the Phase-2 cap.	
59.	DCA - Art. 9.1.1 Page: 49–50	Performance Security: INR 72 Cr (Phase-1); INR 43 Cr (Phase-2) & INR 63 Cr (Phase-3). Timing: within 120 days of Agreement.	Please confirm the overlap period between Bid Security and Performance Security (since Bid Security remains till PS comes into effect). Also confirm claim period norms for PS, and if e-BG is acceptable under the DCA.	Please refer to Corrigendum III Item No. 14, 15 and 16
60.	DCA – Art. 9.4 & 9.5 Page 50	Deemed Performance Security via Escrow appropriation; automatic replenishment post appropriation.	Kindly share the Escrow waterfall priority vis-à-vis Deemed PS (Article 28). In case of multiple deductions (Damages + License Fee + MGR), what is the priority order?	Tender condition shall prevail
61.	DCA – Art. 6.2 Page 42	Competing Facility not to be constructed within 100 km for 10 years from Appointed Date; sole remedy: extend Concession up to max 10%.	Please clarify (i) radius measurement point (site centroid/boundary), (ii) whether facilities developed by other government entities/private developers count, (iii) evidence & process to establish breach and compute proportionate extension. Also confirm the exact definition of 'Competing Facility'.	Tender condition shall prevail
62.	DCA – Art. 10.3.2 Page 52-53	Right of Way Appendix to include ≤ 5% of total area; Authority to vest Phase-1 land pre-Appointed Date.	Please provide current status of vesting notifications and a GIS/KML site map with land parcels, encumbrances & utilities to verify the ≤ 5% constraint; also the timeline to clear balance land.	Please refer to Corrigendum III Item No.29
63.	DCA – Art. 6.4 Page 42-43	Connectivity obligations: 4-lane road to nearest NH/SH; rail line/siding to regional network; Authority/GOI agency to build at its cost; timeline: ≤ 2nd anniversary of Appointed Date or 1 month prior to COD (later of).	Request detailed scope split (OHE, signaling, telecommunications, ROB, yard standards), responsible agencies, interface manuals, and baseline schedules. Confirm routine/periodic maintenance cost share for the rail siding. What are damages/reliefs if delay affects COD beyond the allowed extension?	Please refer to Corrigendum III Item No. 19 and 20 Further, tender conditions shall prevail
64.	DCA – Art. 5.4 Page 35	Compliance with Environmental Clearance (SEIAA UP, EC23B039UP118056, 24-Apr-2023).	Please share the full EC order with conditions (annexures, validity, compliance calendar) and specify which EC conditions fall under Authority's scope vs Concessionaire.	Please refer to Corrigendum III Item No.17, 18 and 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
65.	DCA – Art. 11.1 & 11.2 Page 56	Utilities: shifting of Palla Chithera nallah, Dadri minor nallah & overhead lines; Authority responsibility; unforeseen utilities by Concessionaire.	Provide a comprehensive utility atlas with owners & relocation plans (scope, cost, approvals). Confirm the cut-off list of 'foreseen' vs 'unforeseen' utilities at bid stage to manage risk.	Please refer to Corrigendum III Item No.21. Further, tender conditions shall prevail
66.	DCA – Art. 2.1(a), 6.1(r), 10.1 Page 25,42,51	Additional land for long haul trains to be handed over later; deemed part of Site; Authority to hand over ready with tracks/siding.	Please share size, location plan & timing for the additional long-haul parcel; provide CAPEX & O&M responsibilities, tariffing and revenue inclusion under Gross Revenue; and any permits unique to this parcel.	Please refer to clause 6.1.2 (r) and Article 25. Further, please refer to Corrigendum III Item no. 29
67.	DCA – Art. 14 & 15.1 Page 67-70	Tests, Completion/Provisional Certificates & Partial COD; Premium obligation starts on Partial COD.	Confirm conditions for Partial COD (≥90% Phase-I complete) and whether Premium/MGR payments commence immediately upon Partial COD even if some assets are pending. How are Punch List delays treated vis-à-vis Premium?	Tender condition shall prevail
68.	DCA – Art. 15.2 & 12.6.4/12.6.5 Page 60,61,70	Damages for delay: 0.1% of PS per day; potential termination if COD not achieved within 270 days after SCD for Phase-I.	Is there an aggregate cap on daily damages? Please confirm refund of damages if COD achieved by SCD (as referenced under 12.6.4) and whether this applies to subsequent phases too.	Tender condition shall prevail
69.	DCA – Art. 25 (TOC) Page 2-3	Concession Fee / Premium / License Fee (details in Article 25 & Schedule M).	Kindly share the full text of Article 25 & Schedule M (License Fee) applicable amounts/indices, payment periodicity (quarterly?), late payment interest, and how these interact with the Escrow waterfall.	Tender condition shall prevail
70.	DCA – Art. 1.1 (Gross Revenue) Page 13-15	Gross Revenue includes terminal, warehousing, transportation, value-added, commercial zone, allied services; includes interest on investments (security deposits, advances, premiums). Excludes sale of movable assets for replacement, damages from third parties etc.	Request clarification on interest income inclusion: Can interest earned on temporary treasury placements of surplus funds be excluded to avoid distortions? Also confirm treatment of sub-licensing receipts (commercial zone/warehousing) under Gross Revenue.	Refer to reply for query no. 27
71.	DCA – Art. 17.1(b) Page 73-74	Train operations to be undertaken by IR/DFCCIL; adherence to PFT/railway siding policy.	Please provide the current PFT policy extracts applicable (operational control, charging, rake handling, placement windows) and specify interface responsibilities between Concessionaire & IR/DFCCIL.	Bidder to conduct their due diligence
72.	DCA – Art. 5.12 Page 37	Medical Aid Post required prior to SCD; deemed part of Site & to vest in Authority.	Please confirm minimum specifications (staffing, ambulance, equipment list) and whether capex for this is included in Total Project Cost.	Tender condition shall prevail
73.	DCA – Art. 13.6 Page 65-66	Video recording / Drone survey and project website with weekly images; IE/Authority monitoring links.	Confirm data retention period, privacy/security requirements for public website, and whether hosting on Authority's domain/subdomain is mandatory.	Tender condition shall prevail
74.	DCA – Art. 10.9 Page 54	Geological/archaeological finds may lead to termination with Termination Payment (ref. Cl. 31.9.1).	Please share process flow (authority approvals, timelines) and basis of Termination Payment calculation, including valuation approach for Adjusted Equity/Debt Due on such termination.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
75.	DCA - 6.1.2 (P) & 6.4 Rail line Page: 41-43		Need confirmation from the authority on how many months it will take to complete the rail-related infrastructure, including the siding, since approvals are expected to take more time. Please provide Rail infrastructure details like No. of handling lines and plat forms and etc	Refer to reply for query no. 7 and 8. Further, please refer to Corrigendum III Item no. 29
76.	General		Will the Authority require any facilities from the developer, such as office space, transport, or other amenities? If yes, please specify the details.	Please refer Article 5 of the DCA
77.	General		Can the developer choose the construction methodology freely to optimize the design, provided it remains within the approved guidelines?	Please refer to Clause 12.3 of the DCA
78.	General		Please provide the HFL for the plot.	Bidders to do their own diligence
79.	General		Provide the existing road level and rail level in relation to the proposed Finished Floor Level (FFL) of the plot.	Bidders to do their own diligence
80.	General		A detailed survey and geotechnical report are required for better understanding of the plot conditions.	Bidders to do their own diligence. Further, please refer to Corrigendum III Item no. 29
81.	General		If ground improvement is required, is there any specific methodology that must be followed?	Bidders to do their own diligence
82.	General		Is the scope of storm water disposal outside the plot boundary under the developer's responsibility or the Authority's?	Tender condition shall prevail
83.	General		Will the Authority provide any free-issue materials? If yes, please specify.	Please refer to Article 6 of the DCA
84.	RFP - Clause 1.1.1 Page 9	In the phase I, the Concessionaire needs to build the Project with design handling capacity of 0.74 (zero point seven four) Million TEUs container traffic and 6.7 (six point seven) Million tons non-containerized traffic per annum.	Is the capacity (both containerized & non-containerized cargo) mentioned for all three phases mandatory to be built even if market scenarios are against the projections? What will be the penalty in case the concessionaire fails to build the required capacity in any phase?	Tender condition shall prevail
85.	RFP - Clause 1.1.1 Page 10	In the phase I, the Concessionaire needs to create built up area of 3 (three) Million square feet for modern warehouse and 0.3 Million square feet for cold storage. For phase II and phase III, indicative warehousing capacity and cold storage has been provided in table below, however, the Concessionaire may develop these	Is the capacity (both warehousing & cold storage) mentioned for phase 1 mandatory to be built even if market scenarios are against the projections? What will be the penalty in case the concessionaire fails to build the required capacity in any phase?	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		facilities as per actual market demand over the concession period.		
86.	RFP - Clause 1.1.1 RFP Page 10	Estimated total project cost for all the 3 (three) Phases for the Project (inclusive of escalation) is INR 5,881 Crores	• The Project should be declared as "Project of National Importance" and all related benefits like Capital Investment Subsidy, GST exemption, Electricity duty exemption, exemption from other central and state dues should be extended to the Project. We suggest that the Authority should get comfort from Govt. of India that all incentives shall be extended to proposed MMLP without limitation to project area or project investment.	Tender condition shall prevail
87.	RFP - Clause 1.2.1 Page 11	The Bidders are required to make a payment of a non-refundable Bid Processing Fee (the "Bid Processing Fee") of INR 6,00,000 (Rupees Six Lakh only) exclusive of GST, if the Bidder is an Indian entity	Kindly share copy of cancelled cheque, PAN card and GST Registration for processing the payment. This is required for vendor code creation in our ERP system and for processing the payment	Please refer to Corrigendum III Item no. 29
88.	RFP - Clause 2.2.4	Certificate(s) from its statutory auditors of the Bidder or its Associates	• Bidder should be permitted to submit certificates by statutory auditors or qualified chartered accountants. Term "statutory auditors" in entire RFP document should be replaced with "statutory auditors or qualified chartered accountants"	Tender condition shall prevail
89.	RFP - 2.5 Page 23	Site Visit	Kindly share contact details and process for undertaking site visit.	Inputs as provided in the pre bid meeting held on 8th December 2025
90.	RFP - Appendix IX (a) page 79	For participating in Bid through the e-Biding system it is necessary for the Bidders to be the registered users of the e-procurement website https://etender.up.nic.in. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration	Please provide steps to register on the UP Electronics Corporation website & obtain user Id & password.	Tender conditions shall prevail
91.	RFP - Clause 2.13.2 Page 26	An undertaking from the person having Power of Attorney, as stated in point (1.) above that they agree and abide by the Bidding Documents uploaded by	• Kindly share format / template for said undertaking. Please also advice if undertaking is required on stamp paper. If yes, then suggest value of stamp paper.	Please refer to Corrigendum III Item no. 4 and 5
92.	RFP - Clause 2.13.2 Page 26	Following documents shall be submitted physically (along with the scanned copies submitted online) to the correspondence address mentioned in Clause 2.13.5 within 24 (twenty four) hours of the Bid Due Date	Submission of hard copies should be sought from successful bidder only	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
93.	RFP - Clause 3.2.3 (A) Page 31	For a project to qualify as an Eligible Project under Categories 1 and 2, during the last 10 (ten) financial years preceding the Bid Due Date: (a) it should have been undertaken as a PPP project on DBFOT, BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services	• Could you please confirm whether, for a project to qualify as Category 1 or Category 2, is it mandatory for the project to be undertaken as a PPP (Public-Private Partnership)? • Please clarify about ICDs, PFT and MMLPs developed/constructed and operated by private players (which are non-PPP projects) should qualify as eligible project under which category? • There should be specific mention of ICD, PFT & MMLP developed and operated by private players on non-PPP model.	Tender conditions shall prevail
94.	RFP - Clause 3.2.5 Page 32	A Bidder's experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (a), divided by one Crore and then multiplied by the applicable factor in Table 3 below. In case the Bidder has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.	• What is the end use of calculating Experience Score? Does it have any significance on selection of bidders or advancing the bidders to the next stage? For e.g., if there are 10 bidders and all ten satisfy the technical capacity threshold of INR 6,000 Crores from eligible projects but have different Experience Scores then will there be any ranking of bidders and only a certain number/top n bidders will be selected for opening of their financial bids?	Tender conditions shall prevail
95.	RFP - Annexure VI Page 62	We hereby confirm that we/ any members in the Consortium (constitution of which has been described in the Bid) are not in the list of NPA/CDR / SDR/ and do not have any notice from NCLT during the last three years preceding the Bid Due Date and have not been a loss making company in the last three years preceding the Bid Due Date.	• Statutory Auditor has indicated that they cannot countersign on an undertaking with forward date. Hence, below modification is suggested: **"We hereby confirm that we/ any members in the Consortium (constitution of which has been described in the Bid) are not in the list of NPA/CDR / SDR/ and do not have any notice from NCLT during the last three years preceding the certificate date and have not been a lossmaking company in the last three years preceding the certificate date** **We also confirm that we / any member in the JV is not in the list of NPA/ CDR / SDR/ and do not have any notice from NCLT as on certificate date."**	Tender conditions shall prevail
96.	RFP - Clause 2.13.2 (vii) [Page 26] vs 3.4.1 [Page 33]		Clause 2.13.2 asks for audited financial for last 10 years while clause 3.4.1 asks for last 5 years. Please clarify which one is correct?	Please refer to Corrigendum III Item no. 3
97.	RFP - Clause 3.7.4	After selection, a Letter of Award (the "LOA"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven)	Return of duplicate copy of LOA in acknowledgement through email should be permitted.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Page 34	days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Selected Bidder to acknowledge the LOA and forfeit its Bid Security		
98.	RFP - Annexure IV Page 56	Entity for which the project was constructed/ developed	Kindly suggest what should be mentioned here in case the projects have been constructed by Bidder company themselves for providing logistics services to their customers on a common user basis.	Tender conditions shall prevail
99.	RFP - Annexure IV (Points 14 & 15) Page 57-58	Certificate from the Statutory Auditor for categories 1 & 2 and categories 3 & 4	• Kindly share format for non-PPP projects as MMLP in India till date have been developed by private entities on non-PPP model. • Also, clarify if MMLPs/ICDs constructed & operated by the bidder belong in which category? Kindly modify the certificate requirement to accommodate above requests.	Tender conditions shall prevail
100.	TEFR - Clause 1.8.2 Page 40-41	Costs for each phase for different facilities/elements of the project	What is the course of action if actual CAPEX incurred has deviation from the mentioned costs in the table?	Tender conditions shall prevail
101.	DCA - Clause 2.1 (a) Page 25	planning, designing, financing and construction of Project on the Site set forth in Schedule A …	Please provide the detailed AutoCAD file for the master plan	Please refer to Corrigendum III Item no. 29
102.	DCA - Clause 2.1 (d) Page 25	(Including the additional land for long haul to increase operational efficiency which may be handed over to the Concessionaire during the Term of the Concession)	Please provide a tentative timeline for the handover of the additional land to the Concessionaire as it'll be required for building accurate financial model	Refer to reply of query no. 6
103.	DCA - Clause 3.6 Page 27	Extension of Concession Period	Clause 3.6 of the Concession Agreement provides that the maximum extension of the Concession Period shall not, under any circumstances, be more than 10% of the Concession Period in aggregate. Accordingly, kindly clarify the remedy available to the Concessionaire in the event the Concessionaire incurs any loss due to breach by the Authority of its obligations under the Concession Agreement, which loss exceeds the extension granted under the Concession Agreement and cannot be recovered by the extension of the Concession Period by approximately 4 years and 6 months (i.e. the maximum period permitted for extension of the Concession Period under the Concession Agreement).	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
104.	DCA - Clause 4.1.2 (b) Page 28	procured Applicable Permits, if any, relating to environmental protection, conservation of the Site and forest clearance2. 2Any subsequent changes in requirement of permits will be Concessionaire's responsibility	The Authority should provide adequate support to the Concessionaire in securing the Applicable permits even in the case of any subsequent changes in permit requirements.	Tender conditions shall prevail
105.	DCA - Clause 4.1.3 (b), (c) Page 28	(a)provided Performance Security to the Authority as per Clause 9.1.1. (b) furnished copies (certified as true copies by a director of the Concessionaire) of the constituent documents of the Concessionaire; (c) furnished all resolutions adopted by the Board of Directors of the Concessionaire (certified as true copies by a Director of the Concessionaire) authorizing the execution, delivery and performance by the Concessionaire of each of the Transaction Document	Please provide the exact list of documents along with sample formats that will be required	Tender conditions shall prevail
106.	Other/Suggestions		Please ensure Govt./Authority support so that all the major shipping lines open a BL point at this MMLH	Tender conditions shall prevail
107.	Other/Suggestions		Allow storage & customs clearance for Air EXIM cargo in-line with the development of Jewar airport.	Tender conditions shall prevail
108.	Other/Suggestions		The TEFR mentions "Proposed Industries in the Delhi-Noida-Ghaziabad Investment Region (DNGIR)" generously. Please provide further details about these industries. How many & what industries are being planned to be set-up in the DNGIR, what's the export potential of these industries etc.?	Bidders to conduct their own due diligence
109.	General		Please clarify if "Security Clearance" will be required as no format for the same has been provided in the RFP/DCA documents.	Bidders to conduct their own due diligence
110.	General	Land Zoning & allotment	a. Can the land be used for multi-storied warehousing? b. What would be the permissible categorization (per CPCB) for the proposed MMLH viz. Green/Orange /Red. c. Would SEZ (manufacturing purpose) /FTZ (trading purpose) be permitted at MMLH? d. Ground-coverage norms (States sometimes allow ground-coverage up to 60%) for warehouses and logistics parks.	Bidders to conduct their own due diligence; further bidders to refer to the EC accorded to the project. Refer to reply for query no. 64
111.	General	Infrastructure & readiness	a. What is the current status of on-ground development (road, power, water, drainage)?	Please refers to the Conditions precedent and obligations of the

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			b. How many internal roads are planned and what are the carriageway specifications? c. What is the connectivity timeline with: Eastern DFC rail siding, Western DFC interchange, Dadri ICD rail tracks, NH-91 and other highway link & Jewar Airport cargo terminal	Authority as per the Clauses 4.1.2 and Article 6 respectively
112.	General	Warehousing Infrastructure & Standards	a. What are the building code guidelines for Grade A warehousing in MMLH? b. Are there any mandatory specifications for warehouse construction (ies) viz. clear height, floor strength, insulation, flooring, insulation, Fire, etc.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
113.	General	Approvals & Compliance	a. Which approvals are already obtained by the authority vs required by the operator/ lessee? b. Will a single window clearance be provided for warehouse construction (like case of Neemrana, Japanese Industrial Township (JIT)? c. Approval related obtainment scope viz. building plan approval, fire, OC, environmental clearance, etc. would be under Lessee or DMIC? d. Would DG / Hazardous goods storage & handling permissible? e. Which approvals would be under IITGNL/DMIC's scope & operator's scope?	(a), (c) and (e) Please refer to the applicable approvals and permits as specified under the Conditions precedent and obligations of the Authority as per the Clauses 4.1.2 and Article 6 respectively All other applicable permits shall be obtained by the Concessionaire Further, Bidder to do their own due diligence
114.	General	Utilities & On-site Services	a. Power supply sanctioned load per one lac sq.ft.? b. What is the tariff structure for HT/LT power? c. Power & Water supply – source, capacity and 24/7 availability guarantee? d. Is ETP/STP provided by the authority or must operator create their own?	Bidders to do their own due diligence
115.	General	Customs & EXIM Ecosystem	a. Will there be a full customs office (AC/DC level) operating inside the hub? b. Timelines for customs connectivity with ICEGATE (Customs) / NSDL (in case of SEZ/FTWZ)?	Bidders to do their own due diligence
116.	General	Concession, Pricing, & Commercials & Municipal Tax	a. Is revenue share model having a min. / max. cap applicable for the operators?	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			b. Is there a viability gap funding (VGF) component in early phases? c. Is Municipal Tax payable/applicable for this project? If yes, what is the percentage and on what component (MGR, License Fee etc.) will it be applicable?	
117.	General	Safety	a. Fire tender stations / emergency response units on site under DMIC's scope?	Tender conditions shall prevail
118.	General	Incentives applicability/availability	a. Capital / interest subsidies b. Stamp Duty / municipal / corporate tax exemptions/rebates / holidays / SGST refunds c. Interest 100% reimbursement/exemption of stamp duty land lease with DMIC & Operator's customers as well. d. Utilities / Operational Cost Incentives (exemption of electricity duty) e. Accelerated depreciation / bonus depreciation for warehouse construction g. Incentives for green warehouses – solar rooftops, EV charging infra, energy-efficient buildings?	Bidders to conduct their own due diligence
119.	DCA point no. 6.1.2. and 11.1 and 11.2 and 40.3 and Schedule A	Land	• What would be the timeline to have encroachment free Land possession with DMIC Authority? • How and When encroachment free Land possession will be given to Concessionaire? • What's Plan for internal revenue roads, HT / LT lines, Canal to be removed / shifted completely from land? (as per point 11.1 and 11.2) • How the exact shape of land to be affirmed by Authority for Boundary constructions, since some structures are present on land boundary and Coordinates not matching exactly given in Schedule A? • What's timeline for Boundary Wall construction by Authority? • Any kind of Land or Property Tax to be paid by Authority? • CLU Conversion of Land as per Zoning Plan shall be provided by Authority before Land possession to Concessionaire?	Tender conditions shall prevail
120.	DCA Point no. 4.1.2. and 5.1. and 5.4. and	Regulatory	• Regulatory Approvals like EC, Master Plan Approval and Forest Clearance to be taken by DMIC Authority since MMLH Plan prepared by DMIC? As understood, Further Approvals of	Refer to reply for query no. 64

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	6.1.2. and Schedule E		CTE, CTO, Fire NoC etc. for Construction shall be taken by Concessionaire. • In Whose Name Approvals shall be taken – Authority or Concessionaire since it's a DBFOT model?	
121.	DCA Point no. 4.1.2. and 6.1.2. and Schedule E (Part B)	Railway Approvals	• Is the IPA allotted to Authority for MMLH development from IR? • Is the ESP and Rail Connectivity Plan Approved by Railway/DFCCIL for MMLH? • What's timeline for EPC Contractor finalization for Railway Works? And what's timeline to complete Railway Works / Commissioning by Authority? Railway Construction Approvals taken care by Authority?	Tender conditions shall prevail Please refer Article 4.1.2 and Article 6 of the DCA to understand the obligation of Authority in terms of rail connectivity
122.	DCA point 6.1.2. and Schedule E (Part B)	Customs Approvals	• ICD Approval from CBIC and IPA to be taken by Authority since ICD CONCOR is already operating there in Dadri? Other Licenses and Approvals for ICD operations shall be taken by Concessionaire. • Customs approvals shall be taken by Concessionaire in whose name – Authority or Concessionaire since it's a DBFOT model?	Tender conditions shall prevail
123.	DCA – Art. 9.1.1 Page no 49–50	Performance Security: INR 72 Cr (Phase-1); INR 43 Cr (Phase-2) & INR 63 Cr (Phase-3). Timing: within 120 days of Agreement.	Please confirm the overlap period between Bid Security and Performance Security (since Bid Security remains till PS comes into effect). Also confirm claim period norms for PS, and if e-BG is acceptable under the DCA.	Refer to reply for query no. 59
124.	DCA – Art. 9.4 & 9.5 Page no 50	Deemed Performance Security via Escrow appropriation; automatic replenishment post appropriation.	Kindly share the Escrow waterfall priority vis-à-vis Deemed PS (Article 28). In case of multiple deductions (Damages + License Fee + MGR), what is the priority order?	Refer to reply for query no. 60
125.	DCA – Art. 3.1.1 & 3.6 Page no 26	Concession Period = 45 years from Appointed Date. The maximum extension of the Concession Period shall not, under any circumstances, be more than 10% (ten per cent)	Whether extensions (e.g., under Arts. 13.5.4/6.2) are in addition and capped at 10% aggregate as per Cl. 3.6. If so, mode of compensation for any duration shortfall concession period due to this needs to be finalized.	Tender conditions shall prevail
126.	DCA – Art. 6.2 Page no 42	Competing Facility not to be constructed within 100 km for 10 years from Appointed Date; sole remedy: extend Concession up to max 10%.	Please clarify (i) radius measurement point (site centroid/boundary), (ii) whether facilities developed by other government entities/private developers count, (iii) evidence & process to establish breach and compute proportionate extension. Also confirm the exact definition of 'Competing Facility'.	Refer to reply for query no. 61
127.	DCA – Art. 10.3.2 Page no 52-53	Right of Way Appendix to include ≤ 5% of total area; Authority to vest Phase-1 land pre-Appointed Date.	Please provide current status of vesting notifications and a GIS/KML site map with land parcels, encumbrances & utilities to verify the ≤ 5% constraint; also the timeline to clear balance land.	Refer to reply for query no. 62
128.	DCA – Art. 6.4 Page no 42-43	Connectivity obligations: 4-lane road to nearest NH/SH; rail line/siding to regional network;	Request detailed scope split (OHE, signaling, telecommunications, ROB, yard standards), responsible agencies, interface manuals, and	Refer to reply for query no. 63

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Authority/GOI agency to build at its cost; timeline: ≤ 2nd anniversary of Appointed Date or 1 month prior to COD (later of).	baseline schedules. Confirm routine/periodic maintenance cost share for the rail siding. What are damages/reliefs if delay affects COD beyond the allowed extension?	
129.	DCA – Art. 5.4 Page no 35	Compliance with Environmental Clearance (SEIAA UP, EC23B039UP118056, 24-Apr-2023).	Please share the full EC order with conditions (annexures, validity, compliance calendar) and specify which EC conditions fall under Authority's scope vs Concessionaire.	Refer to reply for query no. 64
130.	DCA – Art. 11.1 & 11.2 Page no 56	Utilities: shifting of Palla Chithera nallah, Dadri minor nallah & overhead lines; Authority responsibility; unforeseen utilities by Concessionaire.	Provide comprehensive utility atlas with owners & relocation plans (scope, cost, approvals). Confirm the cut-off list of 'foreseen' vs 'unforeseen' utilities at bid stage to manage risk.	Refer to reply for query no. 65
131.	DCA – Art. 2.1(a), 6.1(r), 10.1 Page no 25, 42, 51	Additional land for long haul trains to be handed over later; deemed part of Site; Authority to hand over ready with tracks/siding.	Please share size, location plan & timing for the additional long-haul parcel; confirm CAPEX & O&M responsibilities, tariffing and revenue inclusion under Gross Revenue; and any permits unique to this parcel.	Refer to reply for query no. 66
132.	DCA – Art. 14 & 15.1 Page no 67-70	Tests, Completion/Provisional Certificates & Partial COD; Premium obligation starts on Partial COD.	Confirm conditions for Partial COD (≥90% Phase-I complete) and whether Premium/MGR payments commence immediately upon Partial COD even if some assets are pending. How are Punch List delays treated vis-à-vis Premium?	Refer to reply for query no. 67
133.	DCA – Art. 15.2 & 12.6.4/12.6.5 Page no 60-61 & 70	Damages for delay: 0.1% of PS per day; potential termination if COD not achieved within 270 days after SCD for Phase-I.	Is there an aggregate cap on daily damage? Please confirm refund of damages if COD was achieved by SCD (as referenced under 12.6.4) and whether this applies to subsequent phases too.	Refer to reply for query no. 68
134.	DCA – Art. 25 (TOC) Page no 2-3	Concession Fee / Premium / License Fee (details in Article 25 & Schedule M).	Kindly share the full text of Article 25 & Schedule M (License Fee) applicable amounts/indices, payment periodicity (quarterly?), late payment interest, and how these interact with the Escrow waterfall.	Refer to reply for query no. 69
135.	DCA – Art. 1.1 (Gross Revenue) Page 13-15	Gross Revenue includes terminal, warehousing, transportation, value-added, commercial zone, allied services; includes interest on investments (security deposits, advances, premiums). Excludes sale of movable assets for replacement, damages from third parties etc.	Request clarification on interest income inclusion: Can interest earned on temporary treasury placements of surplus funds be excluded to avoid distortions? Also confirm treatment of sub-licensing receipts (commercial zone/warehousing) under Gross Revenue.	Refer to reply for query no. 70
136.	DCA – Art. 17.1(b) Page no 73-74	Train operations to be undertaken by IR/DFCCIL; adherence to PFT/railway siding policy.	Please provide the current PFT policy extracts applicable (operational control, charging, rake handling, placement windows) and specify interface responsibilities between Concessionaire & IR/DFCCIL.	Refer to reply for query no. 71
137.	DCA – Art. 5.12 Page no 37	Medical Aid Post required prior to SCD; deemed part of Site & to vest in Authority.	Please confirm minimum specifications (staffing, ambulance, equipment list) and whether capex for this is included in Total Project Cost.	Refer to reply for query no. 72

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
138.	DCA – Art. 13.6 Page no 65-66	Video recording / Drone survey and project website with weekly images; IE/Authority monitoring links.	Confirm data retention period, privacy/security requirements for public websites, and whether hosting on Authority's domain/subdomain is mandatory.	Refer to reply for query no. 73
139.	DCA – Art. 10.9 Page no 54	Geological/archaeological finds may lead to termination with Termination Payment (ref. Cl. 31.9.1).	Please share process flow (authority approvals, timelines) and basis of Termination Payment calculation, including valuation approach for Adjusted Equity/Debt Due on such termination.	Refer to reply for query no. 74
140.	6.1.2 (P) & 6.4 Rail line		Need confirmation from the authority on how many months it will take to complete the rail-related infrastructure, including the siding, since approvals are expected to take more time. Please provide Rail infrastructure details like No. of handling lines and plat forms and etc	Refer to reply for query no. 75
141.	General		Will the Authority require any facilities from the developer, such as office space, transport, or other amenities? If yes, please specify the details.	Refer to reply for query no. 76
142.	General		Can the developer choose the construction methodology freely to optimize the design, provided it remains within the approved guidelines?	Refer to reply for query no. 77
143.	General		Please provide the HFL for the plot.	Refer to reply for query no. 78
144.	General		Provide the existing road level and rail level in relation to the proposed Finished Floor Level (FFL) of the plot.	Refer to reply for query no. 79
145.	General		A detailed survey and geotechnical report are required for better understanding of the plot conditions.	Refer to reply for query no. 80
146.	General		If ground improvement is required, is there any specific methodology that must be followed?	Refer to reply for query no. 81
147.	General		Is the scope of storm water disposal outside the plot boundary under the developer's responsibility or the Authority's?	Refer to reply for query no. 82
148.	General		Will the Authority provide any free-issue materials? If yes, please specify.	Refer to reply for query no. 83
149.	Clause5.21	Water and electricity.	Kindly clarify the source of water available to cater to the complete demand of the project.	Please refer to Corrigendum III Item no. 29 for the conditions laid down under the EC granted to MMLH
150.	Schedule - D	Fire Fighting system	Firefighting system shall be provided in accordance with IS and NBC codes. Kindly clarify if any additional guidelines are to be referred.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
				the DCA and conduct their own due diligence
151.	Schedule – E	15. Storage of Hazardous Goods	In absence of hazard classification in tender document, FFS system shall be provided considering ordinary/moderate hazard area. Please confirm.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
152.	Schedule-B	1.3. List of potential facilities at projects: •Utilities including Sewage Treatment Plant (STP), Water Treatment Plant (WTP), Electric Sub – Station, etc.	In absence of manpower count, population count shall be considered as per NBC norms (i.e. 1 person for every 30 mtr sq. of warehouse built up area). Please confirm.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
153.	Map 1	Concept master plan	In the Master Plan "Fire Station" is shown. Please clarify the requirement of Fire tender vehicle including size and type.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
154.	Map 1	Concept Master Plan	Since all the Railway infra will be developed by the Authority. Is there any provision(corridor) for utility crossing from one side to another side?	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
155.	Clause5.21 Page 39	Water and electricity.	Kindly confirm the voltage level of Power supply tapping point. Also confirm number of feeders to be provided for power supply at substation.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
156.	Article-11 Page 56	UTILITIES, ASSOCIATED ROADS AND TREES	From this clause it is understood that "Existing utilities, Overhead power lines will be shifted by the Authority". So, it is not considered as part of Bidder scope. Please confirm.	Tender conditions shall prevail
157.	Schedule-D Page no 167, 173	SPECIFICATIONS AND STANDARDS - Minimum lumen level of 20 lux in the ground. Minimum lux level of 70 for ramps, parking and pedestrian movement area and a minimum lux level of 100 for stairways, toilets, entrance and exit areas of parking as per relevant building norms	As per the IS standards, normally average illumination is being considered. So, this shall be considered as 20 average lux at ground level. Please confirm.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
158.	Annex – II (Schedule-D) Page no 173	The MLCP facility shall have a parking tracking system based on sensors at Entry/ Exit Boom-barriers to keep track of parking occupancy count.	Only Boom barriers shall be considered with sensors. If complete Gate operating system (GOS)/ Vehicle management system(VMS) is required or not? Please confirm.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
159.	ARTICLE 13 - MONITORING OF CONSTRUCTION Page no 65	Video recording	Time lapse(snaps of every 10 minutes) or Live streaming cameras required. Please specify.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
160.	Schedule-D Page no 170	Closed Circuit Television	It is specified “to monitor all the sensitive areas”. We are considering all Entry / Exit gates and periphery compound wall for monitoring purpose. If any other areas needs to be monitored, please specify.	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
161.	Schedule-D Page no 170	Data Networking	• Please confirm whether a WAN connection via MPLS link for DMIC is required in addition to the bidder’s own network. • Kindly share details of DMIC staff if any at premises for setting up IT network.	Tender conditions shall prevail
162.	ARTICLE 17 – OPERATION AND MAINTENANCE Page no 81	IT System	Is there any IT network for Customs required or not?	To be developed as per applicable guidelines, codes and manuals. Bidders to further refer to the technical schedules provided in the DCA and conduct their own due diligence
163.	General		Topographical survey of the entire plot in CAD format may please be shared for reference.	Please refer to Corrigendum III Item no. 29
164.	General		CAD format of the Master plan drawing may please be shared for workings.	Please refer to Corrigendum III Item no. 29
165.	DCA - Map 1: Concept Master plan (including location of the Site) Page no 152		Background- As per the referred drawings in DCA & TEFR the alignment of rail connectivity will fly over the existing Indian Railway (IR) & DFC tracks between Dadri – Boraki Section. We understand that at the Rail-Over-rail (ROR) crossing location there would be difference of approx. 10m between rail level of existing Lines and Rail level of	Please refer to Corrigendum III Item no. 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			proposed connectivity line through ROR. Presuming the rail level at MMLH yard will be more or less same as of existing IR lines, considering various factors of drainage and optimum capex of project, it will require approx. 2 Km length (considering 1:200 Grade including Curve compensation) on proposed MMLH connectivity alignment after crossing over the existing lines to come down and match the rail level of existing IR lines. Whereas the length available on the alignment after crossing on ROR upto the yard is approx. 1.2km only, which will cause a difference of approx. 4-4.5m in Rail level at MMLH rail yard w.r.t. the IR lines. Queries- Since all the Railway infrastructure will be developed by the authority, please provide the following details- 1) The rail level planned at MMLH In-plant yard i.e. on Reception and Dispatch yard lines and Handling yard (loading & unloading) lines. 2) The relative difference in rail level at MMLH In-plant yard w.r.t. the rail level on Indian Railway lines at Dadri – Boraki Section as well as DFC line. 3) Please provide the scaled drawing (Autocad & pdf file) for the proposed rail connectivity and infrastructure clearly bifurcating the stagewise rail infra proposed to be developed by the authority.	
166.	TEFR - Figure 2-1 Connectivity of MMLH from WDFC Dadri Yard Page 43	-	The connectivity is proposed from the WDFC only, whether the direct connectivity to IR lines and EDFC is also planned to have connectivity from Northern & Eastern hinterland? If not, whether it is feasible to provide the connectivity with IR & EDFC?	Please refer to Corrigendum III Item no. 29
167.	DCA Article-6, Para 6.1.2 (p) Page 42	Provide rail connectivity to the MMLH location in line with the clause 6.3. Rail connectivity to include approach track along with rail over bridge to connect to Western DFC yard, railway tracks and related infrastructure- Railway lines, loading unloading yards, train examination yards, platform, OHE, Signalling & Telecommunication etc.	-	Tender conditions shall prevail

<table>
<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td>168.</td><td>DCA – Schedule-E – Part-B - – PERMITS AND CLEARANCES REQUIRED UNDER APPLICABLE LAWS
Page 149</td><td>Below is the list of approvals which is required to be obtained by the Concessionaire after Appointed Date:<table><tr><th>S. No.</th><th>Approval</th><th>Relevant Authority</th></tr><tr><td colspan="3">Rail Operation</td></tr><tr><td>1.</td><td>Commercial Notification of Private Siding (Green Field)</td><td>Ministry of Railways</td></tr><tr><td>2.</td><td>Consent to Operate: Category 1/2/3/4</td><td>Ministry of Railways</td></tr><tr><td>3.</td><td>Tripartite Agreement – E payment between PCTO/ IR/ SBI</td><td>Railway – Nodal Office</td></tr><tr><td>4.</td><td>No objection certificate/ Co-user agreement for access to private siding</td><td>Respective zones</td></tr></table></td><td>Since all the Railway infra will be developed by the concessioning authority, all the project approvals will be taken by the Concessioning authority. So, how these approvals i.e. commercial notification of siding, consent to operate, Tripartite agreement and NOC/ CO-USER agreement as required for commissioning of siding can be obtained by the concessionaire. The siding commissioning with all approvals may please be taken up by the concessioning authority and handed over to the concessionaire for operation.</td><td>Refer to reply to query no. 22</td></tr>
<tr><td>169.</td><td>ARTICLE 6 - OBLIGATIONS OF THE AUTHORITY
Page 42</td><td>Railway tracks and related infrastructure- Railway lines, loading unloading yards, train examination yards, platform, OHE, Signalling & Telecommunication etc.</td><td>Since all the Railway infra will be developed by the authority, Kindly confirm following relevant scope will be provided by Authority or to be developed by Concessionaire,
- Buildings for Railway staff (C&W and other)
- TXR Sockets along the track/platform
- Pathway and examination lights
- Platform and track area lighting</td><td>Construction and costs for internal railway works including development of railway buildings would be under the Obligation of the Authority</td></tr>
<tr><td>170.</td><td>Flyover Proposal</td><td></td><td>Request to provide Railway yard preliminary layout to identify pier position within yard supporting flyover super structure. Span of the super structure can only be decided and estimated based on yard proposal.</td><td>Please refer to Corrigendum III Item no. 29</td></tr>
<tr><td>171.</td><td>Clause 1.3 RFP
Page 14</td><td>Schedule</td><td>We request the authority to extend the Bid Due Date/Bid Submission Date by 2 months i.e. by 6th April 2026</td><td>Refer to reply for query no. 1</td></tr>
<tr><td>172.</td><td>Annexure VI RFP
Page 62</td><td>‘’….and have not been a loss making company in the last three years preceding the Bid Due Date”</td><td>Please clarify if the “loss” mentioned is at the EBITDA level or PAT level.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>173.</td><td>Clause 3.1.1 DCA
Page 26</td><td>“…..authority to construct, operate and maintain the Project (“Concession”) for a period of 45 (Forty Five) years…”</td><td>We request the authority to provide the concession for a period of 90 years to the concessionaire to ensure financial viability for the concessionaire & provide time for building the volume.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>174.</td><td>Master Plan DCA
Page 152</td><td></td><td>The gate entry currently proposed, after construction is just 60m wide (w/o construction 150 m) which is very less for the traffic movement for the projected cargo capacity</td><td>Tender conditions shall prevail</td></tr>
<tr><td>175.</td><td>Clause 6.4 (b) & Master Plan DCA
Page 43, 152</td><td></td><td>We request the Authority to not be rigid on the placement, layout, design, and construction of the rail infra and allow consultation b/w the bidders and the rail infra development authority before finalising the placement, layout, design, and construction of the rail infra.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>176.</td><td>Master Plan DCA
Page 152</td><td></td><td>The construction of the rail overbridge (ROB) should be the obligation of the Authority</td><td>Please refer to Corrigendum III Item no. 19</td></tr>
</table>

<table>
<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td>177.</td><td>Annex – II
DCA
Page 155, 156</td><td>Tables on page 155 & 156</td><td>The concessionaire should be given the flexibility to decide the capacity for handling of various types of cargo (containerized, non-containerized, bulk, break-bulk) and flexible in deciding the storage capacity of warehouses & cold storage as well.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>178.</td><td>Annex-III
DCA
Page 159</td><td>“…..the Concessionaire is allowed to use the maximum of 2% of the total land area of MMLH for the purpose of Commercial Zone Development….”</td><td>The Concessionaire should be given the flexibility to decide the land area for Commercial Zone Development.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>179.</td><td>Clause 25.2.1
DCA
Page 96</td><td>“….,an annual License Fee of INR 90 crore (Rupees Ninety Crores) (“License Fee”).”</td><td>We request the Authority to waive off this annual License Fee of INR 90 Crores.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>180.</td><td>Clause 1.6.1.1
TFR
TFR Table 1-9,
Clause 1.1.1
RFP</td><td>• Please clarify difference between land area, footprint and built-up area
• Please clarify the number of each type (Type 1, 2, 3, Bonded, Stuffing, De-stuffing etc.) of warehouses that need to be built in each phase particularly Phase 1
• Please provide the footprint area for stuffing, destuffing, bonded, processing unit, bulk warehouses.
• Please provide the built-up area for the bulk warehouse
There is a mismatch b/w the built-up area calculated as per master plan area statement [Table 1-9 TFR Pg 36] and the mandatory built up area capacity to be constructed [RFP Pg 10] even if we assume Phase-3 capacity. Please refer below table:
<table>
<tr><th>Warehouse Type</th><th>Number</th><th>Footprint (Sqft)</th><th>No x Footprint (sqft)</th><th>Built-Up Area (sqm)</th><th>Built-Up Area (sqft)</th></tr>
<tr><td>Type 1</td><td>5</td><td>500,000</td><td>2,500,000</td><td>222,556</td><td>2,395,571</td></tr>
<tr><td>Type 2</td><td>7</td><td>100,000</td><td>700,000</td><td>183,291</td><td>1,972,926</td></tr>
<tr><td>Type 3</td><td>14</td><td>33,333</td><td>466,662</td><td>134,848</td><td>1,451,490</td></tr>
<tr><td>TOTAL</td><td></td><td></td><td>3,666,662</td><td></td><td>5,819,987</td></tr>
<tr><td>WH Stuffing</td><td>5</td><td>NA</td><td>NA</td><td>27,482</td><td>295,813</td></tr>
<tr><td>WH Destuffing</td><td>2</td><td>NA</td><td>NA</td><td>17,710</td><td>190,629</td></tr>
<tr><td>Bonded WH</td><td>4</td><td>NA</td><td>NA</td><td>100,000</td><td>1,076,390</td></tr>
</table></td><td></td><td>Bidder to conduct their own due diligence</td></tr>
</table>

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Processing Unit | 2 | NA | NA | 21,171 | 227,883 Bulk WH | NA | NA | NA | NA | NA **TOTAL** | | | | | **1,790,715** **NET TOTAL** | | | | | **7,610,702**		
181.	General		Request you to please provide the following at the earliest so that we can analyse the project in more detail: - Master Plan – Auto CAD - Existing topography/ survey data - Existing Soil investigation report - Incoming power & water source - Receiving power supply voltage level (11 KV/ 33 KV/ 66 KV) for concessioner - Availability of Utility crossing provision under the railway track to connect both side of the plot.	Please refer to Corrigendum III Item no. 29
182.	Clause 2.2.2(b) and Annexure VI of the RFP	Further a Bidder including any Consortium Member shall, in the last three financial years have neither been a loss-making company nor been in the list of Non Performing Asset ("**NPA**") and / or Corporate Debt Restructuring ("**CDR**") and / or Strategic Debt Restructuring ("**SDR**") and/or should not have any notice from National Company Law Tribunal ("**NCLT**"). The Bidder shall provide a certificate as per the format given at Appendix- I (Annexure - VI).	We note that Clause 2.2.2(b) of the RFP and Annexure VI stipulate that a Bidder, including any Consortium Member, shall in the last three financial years have neither been a loss-making company nor been in the list of NPA/CDR/SDR and/or should not have any notice from NCLT. We respectfully submit that this condition is unduly stringent and may have the unintended consequence of disqualifying experienced and capable operators from participating in the bidding process. The logistics and infrastructure sectors are inherently subject to cyclical market conditions, unforeseen operational challenges, and external risk factors beyond the control of even the most competent and well-established operators. Temporary losses in a single financial year do not necessarily reflect the overall financial health, technical capability, or long-term viability of an experienced operator with a proven track record spanning 10-15 years or more and operating multiple successful projects. Such experienced operators may have incurred losses in one financial year due to: a) Macroeconomic factors such as economic downturns, changes in commodity prices, or global supply chain disruptions; b) Project-specific challenges including regulatory approval delays, force majeure events, or unforeseen site conditions;	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			c) Strategic Investments in technology, capacity expansion, or diversification that may temporarily affect profitability but strengthen long-term competitiveness; or d) One-time exceptional items or accounting adjustments that do not reflect underlying operational performance. The exclusion of such experienced operators on the basis of a single year's loss, despite their demonstrated technical capacity, operational expertise, and strong financial backing from parent companies or associates, would: a) Significantly reduce the pool of qualified and competitive bidders; b) Limit the Authority's ability to attract the most experienced and capable operators; c) Potentially result in less competitive bids and suboptimal outcomes for the Project; and d) Create a barrier to entry that is disproportionate to the underlying risk being addressed. We respectfully request the Authority to consider relaxing or modifying this condition to allow for a more nuanced assessment of financial capacity that takes into account: a) The overall financial strength and net worth of the Bidder or Consortium Members; b) The availability of financial support from parent companies or associates with strong financial credentials; c) The provision of corporate guarantees or other forms of credit enhancement from financially sound parent companies; d) The demonstrated ability to raise financing for the Project from reputable lenders; and/or e) The technical capacity and operational track record of the Bidder, which may be a more reliable indicator of the ability to successfully execute and operate the Project. Alternatively, the Authority may consider: a) Permitting a Bidder to demonstrate that any loss incurred was due to exceptional circumstances beyond its control and does	

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			not reflect its underlying financial health or operational capability; b) Allowing the Bidder to provide additional financial comfort through corporate guarantees, letters of credit, or enhanced performance security; or c) Assessing financial capacity on the basis of average profitability over the three-year period rather than requiring profitability in each individual year. We believe that such modifications would enable the Authority to attract a wider pool of experienced and capable bidders whilst still ensuring that only financially sound and operationally competent entities are selected for the Project.	
183.	Clause 2.2.2(b), 2.2.9 and Annexure VI of the RFP	**Clause 2.2.2(b):** Further a Bidder including any Consortium Member shall, in the last three financial years have neither been a loss making company nor been in the list of Non Performing Asset (NPA) and / or Corporate Debt Restructuring (CDR) and / or Strategic Debt Restructuring (SDR) and/or should not have any notice from National Company Law Tribunal (NCLT). The Bidder shall provide a certificate as per the format given at Appendix- I (Annexure - VI). **Clause 2.2.9:** In computing the Technical Capacity and Net Worth of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Net worth of their respective Associates would also be eligible hereunder. For purposes of this RFQ-cum-RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the	We note that Clause 2.2.9 of the RFP permits Bidders and Consortium Members to rely on the Technical Capacity and Net Worth of their respective Associates for the purposes of meeting the eligibility criteria under Clauses 2.2.2, 2.2.3 and 3.2. An "Associate" is defined as a person who controls, is controlled by, or is under common control with the Bidder/Consortium Member, where "control" means ownership, directly or indirectly, of more than 50% of the voting shares However, Clause 2.2.2(b) and Annexure VI stipulate that a Bidder, including any Consortium Member, shall in the last three financial years have neither been a loss-making company nor been in the list of NPA/CDR/SDR and/or should not have any notice from NCLT. The RFP does not expressly clarify whether the financial statements and profit/loss status of Associates can be considered for the purposes of assessing compliance with the loss-making company restriction under Clause 2.2.2(b). We seek the Authority's clarification on the following: **1. Reliance on Associate's Financial Position:** Given that Clause 2.2.9 permits reliance on the Technical Capacity and Net Worth of Associates for eligibility purposes, kindly clarify whether a Bidder or Consortium Member can similarly rely on the profit-making status of its Associate (as defined in Clause 2.2.9) to demonstrate compliance with the requirement under Clause 2.2.2(b) that it should not have been a loss-making company in the last three financial years. Specifically:	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		power to direct the management and policies of such person by operation of law.	a) If a Bidder or Consortium Member has incurred a loss in one or more of the last three financial years, but its parent company or Associate (which holds more than 50% of the voting shares and exercises control) has been consistently profitable during the same period, can the Bidder or Consortium Member be considered eligible on the basis that the Associate's financial strength provides adequate comfort to the Authority? b) Can the Bidder or Consortium Member submit the financial statements of its Associate to demonstrate that, on a consolidated or combined basis, the group has maintained profitability and financial stability? **2. Consistency with Technical Capacity and Net Worth Assessment:** We note that the RFP already permits Associates' Technical Capacity and Net Worth to be considered for qualification purposes under Clause 2.2.9. This approach recognizes that the financial and technical strength of a parent company or controlling entity is directly relevant to assessing the capability and creditworthiness of the Bidder or Consortium Member. We respectfully submit that the same principle should logically extend to the assessment of the loss-making company restriction under Clause 2.2.2(b). If a Bidder or Consortium Member is 100% owned and controlled by a financially strong and profitable parent company or Associate, the risk of financial distress or inability to perform the Project is significantly mitigated. The parent company's financial strength and ability to provide financial support (including through corporate guarantees, equity infusions, or subordinated debt) should be a relevant consideration in assessing the Bidder's or Consortium Member's eligibility. **3. Provision of Corporate Guarantee or Financial Support:** In the event that a Bidder or Consortium Member has incurred a loss in one or more of the last three financial years, but its parent company or Associate is financially strong and profitable, kindly clarify whether the Authority would accept a corporate guarantee or letter of comfort from the parent company or Associate as a means of demonstrating financial capacity and mitigating any concerns regarding the Bidder's or Consortium Member's loss-making status. We believe that permitting reliance on the financial strength of Associates for the purposes of Clause 2.2.2(b), consistent with the	

<table>
<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td></td><td></td><td></td><td>approach already adopted for Technical Capacity and Net Worth under Clause 2.2.9, would:
a) Ensure consistency and coherence in the eligibility assessment framework;

b) Enable the Authority to attract experienced operators who are part of financially strong groups, even if the specific project company or operating entity has incurred temporary losses;

c) Provide the Authority with adequate comfort regarding the financial capacity and creditworthiness of the Bidder, particularly where the parent company or Associate is willing to provide financial support through corporate guarantees or other credit enhancement mechanisms; and

d) Align with international best practices in PPP procurement, which recognize the importance of assessing the financial strength of the broader corporate group rather than focusing solely on the standalone financial performance of the bidding entity.

We respectfully request the Authority's clarification on whether Associates' financial statements and profit-making status can be relied upon for the purposes of Clause 2.2.2(b), and if so, the mechanism and documentation required to demonstrate such reliance.</td><td></td></tr>
<tr><td>184.</td><td>RFQ Cum RFP Volume I Clause 1.1.1</td><td>It is proposed to develop the Project in a phase-wise manner over the Concession Period. In the phase I, the Concessionaire needs to build the Project with design handling capacity of 0.74 (zero point seven four) Million TEUs container traffic and 6.7 (six point seven) Million tons non-containerized traffic per annum.<table><tr><td></td><td></td><td></td></tr><tr><td>I</td><td>• Containerized – 0.74 Mn TEUs
• Non-containerized – 6.7 MTPA</td><td>-</td></tr><tr><td>II</td><td>• Containerized – 1.12 Mn TEUs</td><td>5 years after COD or 80% of Phase I container</td></tr></table></td><td>We request Authority to not link the capacity expansion based on any future year. Instead, it is recommended that expansion be considered only when capacity utilization reaches ~80%, ensuring a more demand-driven and efficient approach.</td><td>Tender conditions shall prevail</td></tr>
</table>

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		<table><tr><td></td><td>• Non-containerized – 7.2 MTPA</td><td>capacity (whichever is earlier)</td></tr><tr><td>III</td><td>• Containerized – 1.44 Mn TEUs • Non-containerized – 7.8 MTPA</td><td>10th year after COD or 80% of Phase II container capacity (whichever is earlier)</td></tr></table>		
185.	E-TENDER INVITING NOTICE	Bid Due Date: 6 February 2025	To suitably evaluate, plan & design for the large infrastructure project with estimated investment and to prepare all necessary documents for the bid, at least 12 weeks are required. Authority requested to extend the bid due date in order to provide the minimum duration of 12 weeks from issuance of written clarification to all the queries.	Refer to reply for query no. 1
186.	Clause 1.1.1 of the RFQ cum RFP	Location of the Project	We note that an extra parcel of land is proposed to be developed for track infrastructure to accommodate long-haul trains, and such additional land may be made available to the Concessionaire during the tenure of the Concession. We also note that, as per the Clause 25.2.4 of the DCA, the Concessionaire has to pay an Additional License Fee at INR 28,50,000 (to be escalated at 6% every 3 three years following the COD) for such additional land. In this regard, please confirm: (i) the status of acquisition of this additional land; and (ii) if the Concessionaire shall have discretion in relation to accepting such additional land for the purposes of the Project. In case our understanding of (ii) is correct, please confirm that the provisions of the DCA and/or RFQ shall be construed accordingly.	Refer to reply for query no. 6
187.	Clause 1.1.2 of the RFQ cum RFP	Incorporation of a special purpose vehicle	Please confirm if the selected bidder may utilise an existing entity as the Concessionaire for the Project.	Tender conditions shall prevail
188.	Clause 1.2.5 of the RFQ cum RFP	Claim period of Bid Security	Please consider revising the claim period of the bank guarantee (to be provided towards Bid Security) to 30 (thirty) days.	Tender conditions shall prevail
189.	RFQ Cum RFP Volume I 2.2.1 (d)	If the Bidder has submitted any documents, created or originating from outside the Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively	For global tenders in PPP projects in infrastructure sector, requirement of authentication of Foreign Documents from the Indian Embassy/Indian High Commission is not a standard practice. The Foreign documents could be voluminous (Certificates, Annual Reports, Statutory Auditor certificates etc) and it is difficult,	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		"Foreign Documents") then the Bidder, before any such Foreign Document(s) are sent to India for the purpose of applying towards this Project, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from	onerous and logistically challenging to get each and every page authenticated/embossed/legalised/ notarised from the Indian Embassy/ Indian High Commission. This is very time consuming activity which may lead to further delay. Hence, Authority is requested to amend this requirement to enable acceptance of documents authorized by Statutory Auditor.	
190.	Clause 2.2.1(d) of the RFQ cum RFP	Any Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance, this disqualification shall not apply where such adviser was engaged by the Bidder, its Members or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of the issue of the RFQ-cum-RFP. Nor will the disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.	Please share the details of the legal, financial, or technical advisors engaged by the Authority.	Please refer to query no. 20
191.	RFQ Cum RFP Volume I Clause 2.2.3	For avoidance of doubt, it is clarified that if the O&M contractor is unable to meet the performance standards set forth in the Concession Agreement, then the Concessionaire can replace the operator of the MMLH with prior written approval from the Authority.	Concessionaire might enter into multiple contracts with respect to O&M Contract including repair & maintenance, house keeping, cleaning etc. and it will be difficult and time consuming to take prior approval of each and every contract. Thereby we request such requirement may be waived or may be restricted to material O&M contracts only. Further please note that Core Logistics facilities may also include Warehousing facilities under Leasing model operated by sub-licensee or sub-lessee. It is Accordingly, the O&M contractor should exclude Warehousing under lease model. Authority to clarify, that such approval is not required for the O& M contractors appointed under the Warehousing zone of the Project.	Tender conditions shall prevail
192.	Clauses 2.2.6(f)(iv), (v), paragraph 18 of Appendix I (Letter Comprising the Bid), Clause 6.2 and 5.3 of the	(iv) commit that each of the members, whose experience will be evaluated for Technical Capacity and Net Worth for the purposes of this RFQ-cum-RFP, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not	Considering that all construction risks relating to Phase I shall subside upon completion of construction thereof, it is requested that the said clauses are amended to provide that all change in control restrictions are limited to 6 (six) months from the from the date of commercial operation of the Project, and all ancillary obligations are amended accordingly.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Appendix IV (Joint Bidding Agreement) of the RFQ cum RFP – Page 69	less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV; (v) members of the Consortium, whose experience has been evaluated for technical capacity and Net Worth for the purposes of this RFQ-cum-RFP, shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project;		
193.	RFQ Cum RFP Volume I Clause 4.3 Fraud and Corrupt Practices	For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them: (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub-clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning the Project	Request the Authority to provide the list of legal, financial or technical advisors in relation to the Project.	Please refer to query no. 20
194.	Clause 6.1 of the RFQ cum RFP Volume I	The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Gautam Buddh Nagar shall have exclusive	It is requested that the said clause is amended as follows: "The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in **New Delhi**	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.	~~**Gautam Buddh Nagar**~~ shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process."	
195.	Appendix I, Annex II	For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 88 (Eighty Eight) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.	We suggest conversion rates of other currency to US Dollars be fixed and linked to daily representative exchange rates published by the International Monetary Fund of a particular date. Linking the exchange rate from bid due date will result in changing bid documents in case of any change in bid due date.	Tender conditions shall prevail
196.	Appendix IA, Annex IV (Point 14-18)	Certificate from Statutory Auditor/Company Secretary regarding Associate	Clause 2.2. 9 of the RFQ cum RFP states that "In computing the Technical Capacity and Net Worth of the Bidder/Consortium Members under Clauses 2.2.2, 2.2.3 and 3.2, the Technical Capacity and Net worth of their respective Associates would also be eligible hereunder. For purposes of this RFQ-cum-RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law" We would like to highlight that the current Associate certificate (Under Point 14-18 of Annex IV, Appendix IA) does not cover the scenario where Associate controls the Bidder. Hence, Authority to modify the format of the Certificate of Associate (point no 14-18) as "more than 50% (fifty per cent) of the subscribed and paid up voting equity of …… (name of the Associate/Bidder/Consortium Member) is held, directly or indirectly, by ……..(name of Bidder/Associate/Consortium Member)	Tender condition shall prevail
197.	Annexure III (Appendix IA)	Net Cash accruals for last 5 years	As per 2.2.2 (b), Bidder needs to submit only Net Worth Certificate and there is no requirement of submitting any other certificate (annual turnover, average annual turnover and net cash accruals). This may please be confirmed, and Annexure III (Appendix IA) may be suitably amended.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
198.	RFQ Cum RFP Volume I Appendix VI Integrity Pact	Integrity Pact	We understand this is to be submitted along with Bid. Please advice if Document has to be submitted with single signature only i.e. Bidder's only. Also please confirm this is to be signed on plain paper.	Please refer to Corrigendum III Item No. 2
199.	Definition of "design handling capacity"	In the phase I, the Concessionaire needs to build the Project with design handling capacity of 0.74 (zero point seven four) Million TEUs container traffic and 6.7 (six point seven) Million tons non-containerized traffic per annum.	We request the Authority to kindly clarify the methodology and parameters that are applied for computing design handling capacity.	Bidders to conduct their own due diligence
200.	RFQ Cum RFP Volume I - Annex II (Notes – Last Point)	‡‡ Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3 (Clause 3.4.5) and in case of a Consortium, further multiply the result thereof by the proposed equity shareholding of the applicable Member, to arrive at the Experience Score for each Eligible Project. In the case of an Eligible Project situated in an OECD country, the Experience Score so arrived at shall be further multiplied by 0.5, in accordance with the provisions of Clause 3.2.6, and the product thereof shall be the Experience Score for such Eligible Projects. Above all, the sum total of columns 6, 7 and 8, as the case may be, in respect of each Eligible Project shall be restricted to a ceiling equivalent to the Estimated Project Cost, as specified in Clause 3.2.8 of this RFP.	Please note clause 3.2.8 of the RFP does not mention the Estimated Project Cost. Reference to clause 3.4.5 is incorrect, the correct cross referencing is 3.2.5	Please refer to Corrigendum III Item No. 6
201.	DCA Clause 1.1 Page 10	"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period of phase-1 and 2 (two) years thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of{the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period of 2 (two) years after COD, shall constitute Change in Ownership;	Considering that all construction risks relating to Phase I shall subside upon completion of construction thereof, it is requested that the said definition is amended, as follows: "**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period of phase-1 and **6 (six) months ~~2 (two) years~~** thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of{the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period of **6 (six) months ~~2 (two) years~~** after COD, shall constitute Change in Ownership;"	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
202.	RFQ Cum RFP Volume II Clause 2.7.1 Right to accept or reject any or all Bids	Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to accept or reject any/all Bid(s) and/or to annul the Bartidding Process, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.	Authority is requested to clarify what is "Bartidding Process"	Please refer to Corrigendum III Item No. 7
203.	RFQ Cum RFP Volume II Clause 2.7.4 Right to accept or reject any or all Bids	In such event, Authority reserves its right to forfeit Bid Security or Performance Security, as the case may be, and impose those penalties as per the terms of the Concession Agreement and applicable laws.	Request Authority to give detailed reasoning for disqualification/ rejection of bid, along with cure period to cure the deficiencies.	Tender conditions shall prevail
204.	DCA Clause 3.2 Page 26	The information about the Project Site as set out in Schedule A and Schedule B respectively is provided by the Authority in good faith and with due regard to the matters for which such information is required by the Concessionaire. The Authority agrees to provide to the Concessionaire, upon a reasonable request, any further information relating to the Project Site, which the Authority may now possess or may hereafter come to possess, as may be relevant to the implementation of the Project. Subject to this, the Authority makes no representation and gives no warranty to the Concessionaire in respect of the condition of the Project Site.	It is requested that the Authority provides any details in relation to the Project Site, in addition to what has been provided in Schedules A and B of the DCA.	Please refer to Corrigendum III Item no. 29
205.	DCA Clause 3.4 Page 27	The Parties expressly agree that the Authority may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws or in the event the ownership of the Site is transferred from the Authority to any other public entity, substitute itself by any other public entity having the capacity to undertake and discharge the duties and obligations of the Authority with a similar or greater creditworthiness, and upon such substitution, all the functions, rights and obligations of the Authority under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws; provided, however, that prior to any such substitution, the Parties shall, on a best endeavour basis, make such arrangements and enter into such further agreements as may be necessary for performance of their respective obligations hereunder.	It is requested that the said clause is amended, as follows: "The Parties expressly agree that the Authority may, in pursuance of any re-organisation or restructuring undertaken in pursuance of Applicable Laws or in the event the ownership of the Site is transferred from the Authority to any other public entity, substitute itself by any other public entity having the capacity to undertake and discharge the duties and obligations of the Authority with a similar or greater creditworthiness, and upon such substitution, all the functions, rights and obligations of the Authority under this Agreement shall be deemed to be transferred to the substituted entity in accordance with and subject to Applicable Laws; provided, however, that prior to any such substitution, the Parties shall, on a best endeavour basis, make such arrangements and enter into such	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			further agreements as may be necessary for performance of their respective obligations hereunder. **Provided further that, the Authority shall provide prior written intimation to the Concessionaire of any proposed substitution, and any such substitution shall not, whether directly or indirectly, result in the imposition of or any additional obligations, liabilities, duties, financial commitments or compliance requirements upon the Concessionaire, save and except those expressly contemplated under this Agreement."**	
206.	DCA Clause 4.1.2, Schedule E Page 28	… procured land use conversion certificate for and in respect of the land forming part of the Site under Clause 10.3.1 and 10.3.2	Kindly clarify the status of land use conversion and provide copies of relevant approvals.	Refer to reply for query no. 318
207.	DCA Clause 4.1.2(b) Page 28	The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 90 (ninety) days from the date of this Agreement or any earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all the Conditions Precedent within a period of 180 (one hundred and eighty) days from the date of the notice, and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: . . (b) procured Applicable Permits, if any, relating to environmental protection, conservation of the Site and forest clearance. For the sake of clarity, it is understood and acknowledged by the Parties that the Authority shall procure the Applicable Permits in pursuance to this Clause 4.1.2 (b) based on the concept Master Plan provided in Schedule A and Schedule B;	Please provide an exhaustive list of the Applicable Permits to be obtained by the Authority. Further, we note that the Authority will be providing all Applicable Permits relating to environmental protection. Accordingly, the following permits, as appearing within the Concessionaire's scope within Schedule E of the DCA, may be obtained by the Authority: (i) consent to establish from state pollution control board; (ii) clearance of pollution control board for setting up batching plant; (iii) clearance of pollution control board for asphalt plant; (iv) clearance of pollution control board for installation of diesel generator sets; (v) consent to operate; and consent for storage of hazardous goods.	Tender condition shall prevail Please refer to the applicable approvals and permits as specified under the Conditions precedent and obligations of the Authority as per the Clauses 4.1.2 and Article 6 respectively All other applicable permits shall be obtained by the Concessionaire Further, please refer to Corrigendum III Item no. 29
208.	DCA Clause 4.1.2(e) Page 28	The Concessionaire may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 90 (ninety) days from the date of this Agreement or any earlier day acceptable to the Authority, by notice require the Authority to satisfy any or all the Conditions Precedent within a period of 180 (one hundred and eighty) days	Given that the Authority will itself execute the Concession Agreement, no other governmental entity is required to be a signatory to the Escrow Agreement or the Substitution Agreement. Accordingly, Clause 4.1.2(e) may be deleted.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		from the date of the notice, and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: . . (e) caused the execution of the following relevant agreements: (i) Escrow agreement in the form provided in Schedule Q; and (ii) Substitution Agreement in the form provided in Schedule R, by itself, GOI or other Government Instrumentalities, as the case may be, upon receiving its duly executed copy from the Concessionaire and compliance of all the terms thereunder respectively, which may be necessary for the execution thereof.		
209.	DCA Clauses 4.1.3 and 24.1.1 Page 28, 95	The Conditions Precedent required to be satisfied by the Concessionaire within a period of 270 (two hundred and seventy) days from the date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:	Given the comprehensive nature of the Conditions Precedent to be fulfilled by the Concessionaire, including the procurement of Applicable Permits and satisfaction of all conditions related thereto, it is requested that the timeline for completion of the Conditions Precedent be extended to 420 (four hundred and twenty) days. Correspondingly, the timeline for achievement of Financial Close, as specified in Clause 24.1.1, is requested to be amended to provide for achievement of Financial Close within 420 (four hundred and twenty) days from the date of this Agreement.	Tender conditions shall prevail
210.	RFQ Cum RFP Volume II Clause 4.3 Page 30	In the event that (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount of 20% (twenty per cent) of the Performance Security, provided further that such Damages for delay by the Concessionaire for non-fulfillment of Conditions Precedent shall be payable within 15 (fifteen) days of achievement of fulfillment of Conditions Precedent, and upon reaching such limit of 20% (twenty percent), the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.	It is requested that Clause 4.3 of the DCA is amended as follows, to ensure consistency with the Authority's position under Clause 4.3. "In the event that (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority or due to Force Majeure, the Concessionaire shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount of 20% (twenty per cent) of the Performance Security, provided further that such Damages for delay by the Concessionaire for non-fulfillment of Conditions Precedent shall be payable within **30 (thirty)** ~~**15 (fifteen)**~~ days of achievement of fulfillment of Conditions Precedent, and upon reaching such limit of 20% (twenty percent), the Authority may, in its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			The Damages payable hereunder shall be the sole remedy available to the Authority for delay by the Concessionaire."	
211.	DCA Clause 4.5 Page 30 Deemed Termination upon delay	Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority.	In case of deemed termination as per clause 4.5 triggered due to delay in occurrence of the Appointed Date beyond the control of the Concessionaire, Performance Security shall be refunded to the Concessionaire. Please clarify what is the timeline for release of Performance security if deemed termination occurs.	Tender condition shall prevail
212.	DCA Clause 5.1.5 (v) Page 32	The Concessionaire shall in accordance with the Key Performance Indicators and Specifications and Standards, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: . . (v) use the Site or any premises erected thereupon for the exclusive purpose of providing the Services to the users of the Project Facility ("**Users**") and bonafide visitors to the Site. Failure to provide the desired level of Project to the Users shall be a sufficient ground for forfeiture of the Performance Security and for Termination of this Agreement;	It is requested that sub-clause (v) may be amended to the following effect: "The Concessionaire shall in accordance with the Key Performance Indicators and Specifications and Standards, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: . . (v) use the Site or any premises erected thereupon for the exclusive purpose of providing the Services to the users of the Project Facility ("**Users**") and bonafide visitors to the Site. ~~**Failure to provide the desired level of Project to the Users shall be a sufficient ground for forfeiture of the Performance Security and for Termination of this Agreement**~~;" This is because the clause is ambiguous in scope and effect, particularly with respect to what constitutes the "desired level of Project," the standards for assessing such failure, and the circumstances under which forfeiture of Performance Security or termination may be triggered.	Please refer to Corrigendum III Item no. 23
213.	DCA Clause 5.4 Page 35	The Concessionaire shall comply and adhere to the terms and conditions in line with the environment clearance granted to the project by the State Environment Impact Assessment Authority (SEIAA), Uttar Pradesh through the EC identification no. – EC23B039UP118056 dated 24th April 2023.	Kindly share a copy of the environmental clearance bearing number EC23B039UP118056 dated 24th April 2023.	Please refer to Corrigendum III Item no. 29
214.	DCA Clause 5.15 Page 38	The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Concessionaire shall not, except with	It is requested that Clause 5.15 may be amended as follows, for any future internal reorganisation or other similar purposes: "The Concessionaire having been set up for the sole purpose of exercising the rights and observing and performing its obligations	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein. The Concessionaire shall not be allowed to form a joint venture or subsidiary for any purpose whatsoever. Maintenance obligation during Development Period - During the period from the date of the Concession Agreement until the Appointed Date (**the** "**Development Period**"), the Concessionaire shall maintain the existing Site, in such a manner so as to ensure its maintenance and safety and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall be deemed to have made necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid.	and liabilities under this Agreement, the Concessionaire shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein. ~~**The Concessionaire shall not be allowed to form a joint venture or subsidiary for any purpose whatsoever**~~. Maintenance obligation during Development Period - During the period from the date of the Concession Agreement until the Appointed Date (**the** "**Development Period**"), the Concessionaire shall maintain the existing Site, in such a manner so as to ensure its maintenance and safety and in the event of any material deterioration or damage other than normal wear and tear, the Concessionaire shall undertake repair thereof. The Concessionaire shall be deemed to have made necessary provisions for inclusion of costs related to maintenance during the Development Period in its Bid."	
215.	DCA Clause 5.21, and 17.15 Page 39, 80	5.21 The Concessionaire shall be responsible to procure power, water, and related back-up systems at the Project to maintain uninterrupted power and water supply at all times, including Construction Period. The Authority shall provide external power connection to the Site no later than 18 months from Appointed Date but in any event not later than 6 (six) months prior to COD. The Concessionaire shall, on and before the COD, set up a meter at its own cost to measure the power and water consumption. During the Project construction and operation, the Concessionaire shall pay all the invoices relating to water and electricity connections, running charges as and when due. For the avoidance of doubt, it is agreed that the Concessionaire shall install its own sub-station and related utilities for steady supply of electricity and water as may be necessary for construction and operation of the Project. The Authority shall not be responsible for interruptions and insufficiency of power or water supply and the Concessionaire shall directly deal with the concerned agency responsible for supply of power and water. .	Considering the scale and importance of the Project, it is requested that the Authority provide the relevant utilities, such as water and electricity, for the purposes of the Project. Accordingly, Clauses 5.21, 17.15, and any ancillary reference to such obligation, are deleted. Alternatively, it is requested to amend said Clause 5.21 to ensure that installation of a sub-station is not a mandatory obligation, and Clause 5.21, and other ancillary clauses are amended accordingly.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		. 17.15.1 The Concessionaire shall procure water and electricity, as may be necessary for operation of the Project, from the respective local utilities upon payment of charges in accordance with Applicable Laws. It is agreed that the Concessionaire shall make its own arrangement for standby supply of electricity as may be necessary for operation of the Project. 17.15.2 The Concessionaire shall comply with the provisions of the Electricity Act, 2003 and the rules and regulations made thereunder for the purposes of the availing, generation or distribution of the electricity, for the purposes of the Project.		
216.	DCA Clause 5.1.6 (cc) Page 33	The Authority/Authority Representative reserves the right to inspect and conduct checks to observe/witness the fulfilment of the obligations by the Concessionaire under this Agreement	Sufficient notice period should be provided by the Authority to the Concessionaire before conducting such inspection and checks	Tender conditions shall prevail
217.	DCA Clause 5.21 page 39	1. it is agreed that the Concessionaire shall install its own sub-station and related utilities for steady supply of electricity and water as may be necessary for construction and operation of the Project. 2. The Authority shall not be responsible for interruptions and insufficiency of power or water supply and the concessionaire shall directly deal with the concerned agency responsible for supply of power and water	As matter of general practice adopted for PPP projects, the Concessioning Authority, should provide all supporting utilities including electricity and water to the project site before the Appointed Date upto the take off point inside the Project Site. The facilities so provided should be of capacity sufficient to meet the requirement for project construction and operations. Authority, may recover the cost for such utilities from the Concessionaire at rates no less favourable to the Concessionaire than other commercial customers availing such facilities It is further requested provide details of the take-off points for power and water w.r.t Project Site.	Please refer clause 6.1.2 of the DCA
218.	DCA Clause 5.3.3 Page 35	Upon the expiry or earlier termination of the Concession Period, the Concessionaire shall handover to the Authority the peaceful and vacant possession of the Site including the structure / installations / fixtures erected or installed on the same. Failure to handover the same within a period of 7 (seven) days of the expiry or earlier termination of the Concession Period would make the Concessionaire liable for payment of penalty equivalent to 1% (one per cent) of the last annual Concession Fee including Revenue Share per day up-to a maximum of 15 (fifteen) days	Authority is requested to allow a period of at least 90 days for removal of any moveable assets that are not taken over by or not to be transferred to the Concessioning Authority.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
219.	DCA Clause 5.6.3 Page 36	The Concessionaire shall on receiving such a direction from the Authority's Representative order for the removal of such person or persons with immediate effect. It shall be the duty of the Concessionaire to ensure that such persons are removed from the Site within 10 (ten) days of or earlier as per legal/statutory/administrative requirement any such direction being issued in pursuance of Clause 5.10. The Concessionaire shall further ensure that such persons have no further connection with the works, maintenance, or operations under this Agreement. The Concessionaire shall then appoint (or cause to be appointed) a replacement within 7 (seven) days but not later than 30 (thirty) days. All consequential effects of such removal and appointment or replacement, including legal/statutory/administrative issues, if any, shall be the sole liability of the Concessionaire.	It is suggested to delete this clause since this may create hindrance in meeting the milestones by the Concessionaire as per the DCA. The Concessionaire shall always be bound by the prevailing laws and regulations.	Tender conditions shall prevail
220.	DCA Clause 5.24.3 Page 39	On or before the thirtieth day of June each Year, the Concessionaire shall provide to the Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors,	As per Companies Act 2013, companies are required to close books of accounts within a period of 180 days from the end of Financial Year. Authority requested to modify the requirement accordingly.	Tender condition shall prevail
221.	DCA Clause 5.3 Page 34 Obligations related to Change in Ownership **and** Definition Change in Ownership	means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period of phase-1 and 2 (two) years thereafter; provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of{the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period of 2 (two) years after COD, shall constitute Change in Ownership;	We understand that there is no restriction for original bidder on divesting 100% of their equity after COD of phase-I plus 2 (two) year's period. Request Authority to confirm.	Tender condition shall prevail
222.	DCA Clause 6.1.2 (b) Page 41	upon written request from the Concessionaire, provide reasonable assistance to the Concessionaire in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Concessionaire than those generally available to	Authority is requested to ensure that provision of all necessary utilities and supporting infrastructure at the project site are covered and ensured under Condition Precedent of the Authority to be arranged prior to the Appointed Date	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		commercial customers receiving substantially equivalent services;		
223.	DCA Clause 6.2 - Obligations relating to Competing Facility Page 42	Authority shall procure that during the subsistence of this Agreement, the Authority shall, at any time neither construct nor cause to be constructed any new Competing Facility within a 100 (one hundred) kilometres radius of the MMLH until 10 (ten) years from the Appointed date ("Exclusivity Period").	• Request Authority to provide clarification on the area/radius falling for competing facility. • Exclusivity for 10 years from Appointed Date is insufficient. As Concessionaire is carrying the market and business risk and it will take time for the market to grow and attain maturity and any upcoming competing facility can severely impact the viability of the project. Hence Authority is requested to increase the exclusivity period by later of i) 10 years; or ii) overall facility has reached capacity utilisation of 60% (including all 3 phases). • Further, the definition of Competing Facility should also consider road connected logistics parks including warehousing, either developed privately or on PPP mode. The compensation through extension of the Concession period (capped at 10% of the Concession Period) is not sufficient as the competition risk and resultant loss in volume, revenue and profitability owing to any such competing facility(ies) would be much higher and sustain over a much longer period of time.	Tender condition shall prevail
224.	DCA Clause 6.4 - The Rail Connectivity Page 43	In the event of delay in providing road and rail connectivity by the Authority itself or through related GOI agency for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, and any such delay adversely affects the commencement of COD, then, the Authority shall consider granting the reasonable extension in the Concession Period at the written request of the Concessionaire. Provided that, in any such case, the extension to the Concession Period shall not be longer than the delayed period in providing road and rail connectivity by the Authority itself or through related GOI agency. The Damages payable in terms of this Clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire.	a) We note that Article 5.21 concerning power and water connections (to be provided at least six months prior to COD) b) Article 6.4 regarding rail & Road connectivity (to be provided within two years from the Appointed Date or 1 month prior to COD whichever is later). Further it states that in the event of delay in providing road and rail connectivity by the Authority itself or through related GOI agency for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, and any such delay adversely affects the commencement of COD, then, the Authority shall consider granting the reasonable extension in the Concession Period at the written request of the Concessionaire. c) Article 3.6 states that it is understood, agreed, and acknowledged by the Parties that the maximum extension of the Concession Period shall not, under any circumstances, be more than 10% (ten per cent) of the Concession Period in aggregate. Given the substantial project capex, delays in providing power, water, road, or rail connectivity may significantly impact the Project's commercial operations any extension to the concession agreement due to delay in providing power, water, road, or rail connectivity should not be capped at 10% of the Concession Period in aggregate.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
225.	DCA Clause 6.4 ANNEX – III (SCHEDULE-B)	the Authority itself or through related GOI agency shall, no later than the 2nd (second) anniversary of the Appointed Date or 1 (one) month prior to commencement of COD whichever is later, provide or cause to be provided, (i) a traffic worthy road with 4 (four) lanes connecting the Project to the nearest National Highway or State Highway, as the case may be, and shall cause to augment/maintain such road as and when required in accordance with Good Industry Practice (ii) a rail line / siding connecting the project to the nearest railway line on the regional railway, network / nearest railway station on the regional railway network. Further clause 6.1.2. (p) states that rail connectivity to include approach track along with rail over bridge to connect to Western DFC yard, railway tracks and related infrastructure- Railway lines, loading unloading yards, train examination yards, platform, OHE, Signalling & Telecommunication etc.	Request Authority to provide status of infra to be handed over. Further we understand that along with rail tracks, Authority will construct the platforms, station and ancillary buildings. Request Authority to provide dimensions and specifications of the facilities to be provided.	Please refer to Corrigendum III Item no. 29
226.	Clause 7.1(k) of DCA Page 44	The Concessionaire represents and warrants to the Authority that: . . (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and the {selected bidder/Consortium Members}, together with {its/their} Associates, hold not less than 51% (fifty one per cent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification cum Proposal shall hold less than 26% (twenty-six per cent) of Equity during the Construction Period and 2 (two) years thereafter.	Considering that all construction risks relating to Phase I shall subside upon completion of construction thereof, it is requested that the clause is amended, as follows "The Concessionaire represents and warrants to the Authority that: . (k) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3 and the {selected bidder/Consortium Members}, together with {its/their} Associates, hold not less than 51% (fifty one per cent) of its issued and paid up Equity as on the date of this Agreement; and that no member of the Consortium whose technical and financial capacity was evaluated for the purposes of pre-qualification and short-listing in response to the Request for Qualification cum Proposal shall hold less than 26% (twenty-six per cent) of Equity during the Construction Period and **6 (six) months** ~~**2 (two) years**~~ thereafter."	Tender conditions shall prevail
227.	Clause 9.1.2 of DCA Page 49	Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 120 (One Hundred Twenty) days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and	It is requested that the said clause is amended in line with the model concession agreement: "Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of **180 (one hundred and**	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.	**eighty) ~~120 (One Hundred Twenty)~~** days from the date of this Agreement, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties."	
228.	Clauses 9.4, 9.5, and 9.6 of DCA Page 50	9.4 **Deemed Performance Security** The Parties expressly agree that upon release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for a like amount shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire Concession Period (the "**Deemed Performance Security**"). The Deemed Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Clause 28.3, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and all amounts due or accrued and payable by the Concessionaire to the Authority, and the Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of a Concessionaire Default shall be liable to appropriation hereunder. 9.5 **Appropriation of Deemed Performance Security**	The model concession agreement does not provide for deemed performance security (i.e. the first and exclusive charge on an equivalent balance in the Escrow Account and all amounts due or accrued and payable by the Concessionaire to the Authority). Hence, it is requested that the said clauses, including all ancillary references thereon in the DCA, is deleted. Accordingly, the clauses may be amended as follows: "**~~9.4 Deemed Performance Security~~** **~~The Parties expressly agree that upon release of the Performance Security in accordance with the provisions of Clause 9.3, a substitute Performance Security for a like amount shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire Concession Period (the "Deemed Performance Security"). The Deemed Performance Security shall be unconditional and irrevocable, and shall, notwithstanding anything to the contrary contained in Clause 28.3, constitute the first and exclusive charge on an equivalent balance in the Escrow Account and all amounts due or accrued and payable by the Concessionaire to the Authority, and the Authority shall be entitled to enforce the Deemed Performance Security through a withdrawal from the Escrow Account or by making a deduction from the amounts due and payable to it by the Concessionaire in accordance with the provisions of Clause 9.5. For the avoidance of doubt, the Parties agree that no amounts shall be earmarked, frozen or withheld in the Escrow Account for securing payment of any potential Damages that may fall due at a subsequent date, and only the amounts which shall have become due and payable by the Concessionaire upon occurrence of a Concessionaire Default shall be liable to appropriation hereunder.~~**	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Deemed Performance Security as Damages for Concessionaire Default. For the avoidance of doubt, the Parties expressly agree that upon the Deemed Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation. 9.6 **References to Performance Security** References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire, and the amount so determined shall be appropriated from the Bid Security or Deemed Performance Security, as the case may be.	~~**9.5 Appropriation of Deemed Performance Security**~~ ~~**Upon occurrence of a Concessionaire Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Deemed Performance Security as Damages for Concessionaire Default. For the avoidance of doubt, the Parties expressly agree that upon the Deemed Performance Security being appropriated, in whole or in part, it shall be deemed to be replenished to the extent of such appropriation.**~~ 9.6 **References to Performance Security** References to Performance Security occurring in this Agreement for and in respect of any period prior to the delivery of the Performance Security by the Concessionaire to the Authority, or in respect of any period subsequent to the expiry or release thereof, as the case may be, shall be construed solely for the purposes of calculating the amount of Damages payable by the Concessionaire, ~~**and the amount so determined shall be appropriated from the Bid Security or Deemed Performance Security, as the case may be**~~."	
229.	DCA Clause 9.4 Deemed Performance security page 50	a substitute Performance Security for a like amount shall be deemed to be created under this Clause 9.4, as if it is a Performance Security under Clause 9.1 for and in respect of the entire Concession Period (the "Deemed Performance Security").	The performance security should be restricted to 180 days from COD of the respective phase. A requirement of maintaining Deemed Performance Security for the entire Concession Period shall be an additional financial burden to Concessionaire and detrimental to the financial viability of the project. Thus it is request to be removed at par with other MMLP concession agreement.	Tender condition shall prevail
230.	DCA Clause 10.3.2 Page 52	.3.1, the Parties hereto agree that on or prior to the Appointed Date, the Authority shall have granted vacant access and Right of Way such that the Appendix shall not include more than 5% (five per cent) of the total area of the Site required and necessary for the Project,	What is the Authority's obligation if Right of Way is not granted for more than 5% of the total area of the site by Appointed Date?	Tender condition shall prevail
231.	DCA Clause 10.3.3 Page 52	Concessionaire shall maintain a round-the-clock vigil over such portion of the Site as has been handed over to the Concessionaire and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.	Please confirm whether the inventory memorandum under Clause 10.3.1 will be jointly signed before Appointed Date and whether any encroachment risks remain.	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
232.	DCA Clause 10.4 Page 53	It is further agreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.	Authority to confirm that Concessionaire shall bear all risks arising out of inadequacy or physical condition of the Site only post handover of the Site to the Concessionaire.	Tender condition shall prevail
233.	DCA Clause 10.5 – Sub license Page 53	the Concessionaire may sub-license whole or any part of the Commercial Development and Consumption Led Warehousing component, licensed to it by the Authority, to any person in any form or under any arrangement, device or method, only after the prior written approval of the Authority.	We request authority to permit concessionaire to sub-license the whole or any part of the site and not restrict the sub-license to Commercial Development and Consumption Led Warehousing component. We request the written approval of the Authority should not be unreasonably withheld.	Tender condition shall prevail
234.	DCA Clause 12.11.1 Sub-licensing of Commercial Zone Development Page 63	Article 12, Concessionaire may sub-license part of Commercial Development and Consumption Led Warehousing, such that the period and validity of such sub-license shall not extend beyond the Concession Period	Inorder to increase the bankability of the Project. Also, the Concessionaire should be provided the flexibility to enter into development agreement in case it deems fit to do so in respect of development of the properties at the Commercial Zone Development and consumption led warehousing by third party entities.	Tender conditions shall prevail
235.	DCA Clause 12.6.1 – Construction of MMLH Page 60 Schedule – G Project Completion Schedule Page 180	Concessionaire shall undertake the designing, engineering and Construction Works related to the subsequent phases of the Project in adherence to obligations in Schedule-A and achieve the construction completion and commissioning for the respective phases in accordance with the Project Milestones specified under Schedule-G. For the purpose of achieving COD, the milestones I to IV are considered part of IMLH phase 1 development.	We request Authority to confirm if any timelines are highlighted for completing construction under Phase -II. We understand that the Project Completion Schedule provided under Schedule-G pertains only to Phase I development. However, Clause 12.6.1 requires the Concessionaire to adhere to Schedule-G for completion of Phase II as well. Since Schedule-G is silent on subsequent phases, we request Authority to kindly clarify the applicable timelines for Phase II.	Tender conditions shall prevail
236.	DCA Schedule – G Project Completion Schedule	Project Milestones for Phase I construction: • Milestone-I – 20% of minimum investment in 180 days • Milestone-II – 40% of minimum investment in 360 days • Milestone-III – 70% of minimum investment in 540 days Milestone-IV – 100% of minimum investment in 730days	We request Authority to kindly consider obligating the Concessionaire only with respect to the overall construction period of 24 months for Phase I, rather than enforcing compliance with multiple sub-milestones. This is because, in the initial stages, some teething issues during mobilization are quite normal, while actual construction speed usually picks up in the later stages. In such cases, strict interim targets may be difficult to achieve.	Tender conditions shall prevail
237.	DCA Clause 23.4.2 Restrictions on Commercial Zone and Consumption Led Warehousing Development	The Concessionaire acknowledges and agrees that it shall not sub-license, assign or in any manner create an Encumbrance on any part of Commercial Zone and Consumption Led Warehousing Development except in accordance with the provisions of Clause 5.2.	This is in contradiction to Clause 10.5 which states as below: - *10.5 Sub license* *Save and except as otherwise permitted by this Agreement, the Concessionaire may sub-license whole or any part of the Commercial Development and Consumption Led Warehousing component, licensed to it by the Authority, to any person in any form or under any arrangement, device or method, only after the prior written approval of the Authority.*	Please refer to Corrigendum III Item no. 24

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			Clause 10.5 and 23.6.1 provides sub-licensing rights, while Clause 23.4.2 denies the same. Authority to please clarify. Also cross reference to Clause 5.2 is incorrect.	
238.	DCA Clause 25.3.1 Revenue Share Page 97	Concessionaire agrees to pay to the Authority for the year commencing from the date of occurrence of Partial COD or COD, as the case maybe, till the end of Concession Period	We request Authority for a moratorium period of 3 years from COD for revenue sharing, allowing time for the facility to attract customers and reach reasonable occupancy. Commencing revenue share obligations immediately from COD may adversely impact the financial viability of the project.	Tender conditions shall prevail
239.	DCA Clause 29.3 Notice to Authority Page 104	Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure as set forth in Article 40 shall apply.	Authority to please mention what 'other insurances' would be required to be taken as Concessionaire would already be taking all relevant insurances under the Financing agreements.	Bidders to do their own due diligence
240.	DCA Clause 34.1.1(q) Termination for Concessionaire default	1. resolution for insolvency of the Concessionaire is passed, or any petition for insolvency of the Concessionaire is initiated before a court (including tribunal) of competent jurisdiction in accordance with the provisions of Insolvency and Bankruptcy Code, 2016 and such application has not been withdrawn within 30 (thirty) days of the date thereof.	Only initiation of a petition for insolvency cannot be grounds for termination. Authority is requested to modify it to state admission of petition for insolvency by a court of competent jurisdiction.	Tender conditions shall prevail
241.	DCA Clause 2.2, Schedule A	Concept Master Plan	We request Authority to allow flexibility in the design and phased development of the facility, based on evolving market demand. There should not be any mandatory minimum development obligation or construction phasing imposed. Further it is recommended that there should be no rigid restriction on finalizing the layout strictly as per the indicative master plan agreed with the Authority. The initial development should be aligned with actual market demand, rather than requiring upfront investment in facilities that may not be utilized from Day 1, as this leads to unnecessary capital being blocked and adversely impacts project returns. The Independent Expert's scope should therefore allow flexibility in finalizing the initial layout plan, considering the business needs and phasing strategy.	Tender conditions shall prevail
242.	DCA Definition "Project Agreements" Page 17	"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, and any other material agreements or contracts that may be entered into by the Concessionaire for each phase with any person in connection with matters relating to, arising out of or incidental to the Project	Request authority to revise the definition of Project Agreements and this should not include agreements related to day to day activities including procurement of goods and services, labour contracts etc.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		including Commercial Zone Development, but does not include the Escrow Agreement, Substitution Agreement, or any agreement for procurement of goods and services during construction period involving a consideration of up to Rs.5 (five) Crore		
243.	DCA Definition "Competing Facility" Page 10	the competing facility is defined as an area within which all activities relating to aggregation, dis-aggregation, storage, and distribution of multi commodities, both for national and international transit are carried out. It is an integrated facility developed by the Authority in PPP mode, with a minimum area of 100 (one hundred) acres and necessarily comprises of 1) A railway siding or a river port or an airport, for the intermodal exchange of cargo, 2) custom clearance facilities, 3) Mechanized cargo handling systems, 4) warehouses, cold storages and custom bonded storages	A rail or road based PFT/MMLP, with even less than 100 acres facility would also be a competition for MMLH. Authority is requested to waive the criteria of area of 100 acres and having a rail siding while defining Competing Facility	Tender conditions shall prevail
244.	DCA Definition "Gross Revenue" Revenue from warehousing services **and** Revenue from commercial zone services	Gross Revenue shall include any revenue earned from: (i) Fees earned directly from the User(s) by the Concessionaire or by an Associated Firm providing warehousing services; **and** (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of warehousing zone facility, in full or in part to any third-party agency, if applicable	Request Authority to confirm that the Revenue share should be calculated on the Gross Revenue collected by the concessionaire from its sublicensees, and not on the revenues generated by the sublicensees from their end customers. Also we understand if warehousing facility is sub-licensed to an associated firm, then gross revenue should not include the fees earned directly from User, instead it will be on sub-license fees. Request Authority to kindly confirm.	Refer to reply for query no. 27
245.	DCA Definition "Termination Payment" Page 19	"Termination Payment" means the amount payable by the Authority to the Concessionaire, upon Termination; and may consist of payments on account of and restricted to the Debt Due and Adjusted Equity, as the case may be, which form part of the Total Project Cost in accordance with the provisions of this Agreement	Termination payment should be linked to actual project cost incurred by the Concessionaire and not be limited by the capex estimated by the Authority. The actual cost incurred by Concessionaire is usually higher than the estimated project cost and linking termination payment to estimated project cost leads to limitation in raising finance from lenders.	Tender conditions shall prevail
246.	Schedule – D Page 167	Specifications and Standards	We request Authority to kindly consider warehouse specifications in line with prevailing industry practice.	Tender conditions shall prevail
247.	Drawings	-	Request to provide detailed Auto CAD drawing of land use plan clearly depicting the areas to which access would be provided to the Concessionaire	Please refer to Corrigendum III Item no. 29
248.	DCA CA Schedule F- Performance Security	The Performance Security, subject to the Claim Period mentioned in Clause (7) above, shall cease to be in force and effect when the Commercial Operation Date under the Agreement has occurred. Upon request made by the Concessionaire, after the expiry of the Claim	a) Please clarify whether the statutory auditor for this purpose must be the auditor appointed under the Companies Act, 2013, or whether any independent practicing-chartered accountant may certify. Kindly specify the clause in the main agreement which governs this requirement.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Page 177	Period, for release of the Performance Security along with the particulars required hereunder including that the Commercial Operation Date under the Agreement has occurred, duly certified by a statutory auditor of the Concessionaire, and the Authority shall release the Performance Security forthwith	b) Please specify the exact time frame (in days) within which the Authority will return the original BG to the Concessionaire after the expiry of the Claim Period and submission of all required documents. This is critical as banks will not release the margin money and will continue to charge BG commission until the original BG is returned. c) There appears to be a lack of clarity regarding the validity period of the Performance Security. i. Clause 7 of Schedule F states that the Performance Security "shall cease to be in force and effect when the **Commercial Operation Date** under the Agreement has occurred," subject to the Claim Period. ii. Clause 11 states that the Guarantee "shall remain in force and effect for a period of two years from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement." iii. Further clause 9.3 of article 9 states that The Performance Security shall remain in force and effect until the end of 180 (one hundred eighty) days from COD of Phase-I of the Project; It is requested to the Authority to clarify and harmonize the validity period of the Performance Security. Is the BG required to be valid up to 180 days after COD or up to 2 years after COD? Kindly confirm the correct interpretation and propose necessary amendments for consistency.	
249.	DCA Clause 34.1.1 (d)- Termination for Concessionaire Default Page 117	the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project without the prior written consent of the Authority;	it is requested to the Authority to delete this clause as it is subjective and open to interpretation. Retaining this language may lead to ambiguity or disputes, and abandonment should be addressed only based on actual conduct or an express written declaration.	Tender conditions shall prevail
250.	DCA Clause 34.2.1 Page 119	Termination for Authority Default	It is suggested to Authority to include following event in Authority Default: a) The Authority has provided defective environment clearance for the Project. b) The Authority fails to handover encumbrance free land, road connection and rail connection within stipulated timeline.	Tender conditions shall prevail
251.	DCA	The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at	Debt Due to be considered as per Financing Documents for respective Phase.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Clause 34.4.1- Termination Payment Page 121	no time exceed 70% (seventy per cent) of the Total Project Cost		
252.	DCA Clause 34.3.1 - Termination Payment Page 120	Upon Termination on account of a Concessionaire Default during the Operation Period, (post occurrence of COD) the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due.	1. Authority is requested to include suitable provisions to ensure Termination Payment to the Concessionaire on account of Concessionaire Default is 100% of the Debt Due less Insurance Cover 2. Authority is requested to include suitable provisions to ensure 100% of the unpaid claims that are not admitted and paid under Insurance Cover are included in the computation of Debt Due. 3. The Concessionaire would have invested a substantial amount even before completion of Project Milestone-1 towards ongoing construction activities, pre-development costs and costs related to completion of CPs. Hence, Authority should include provision for compensation in case of termination even before completion of Project Milestone-1 from the date of the Agreement. 4. The definition of value of work done should not be restricted to only physical progress made at site by the Concessionaire but should also include amount that has been invested by it towards predevelopment and preliminary activities in order to ensure fair compensation.	Tender conditions shall prevail
253.	DCA Clause 40.4 Restriction of Subletting Page 137	The Concessionaire shall not sub-license the whole or any part of the land comprising the Project Site, licensed to it by the Authority under this Agreement, to any person in any form or under any arrangement, device or method,	The concessionaire should be permitted to sub-lease the land for development and operation to third parties to ensure optimal utilization.	Tender conditions shall prevail
254.	DCA Clause 40.4 Page 137	the Concessionaire shall not sub-license the whole or any part of the land comprising the Project Site, licensed to it by the Authority under this Agreement, to any person in any form or under any arrangement, device or method	Please allow Concessionaire to lease/sub-license the whole or any part of the Site with prior written approval of Authority and such approval shall not be unreasonably withheld.	Tender conditions shall prevail
255.	General	Termination compensation till commencement of construction	The Concessionaire would have invested a substantial amount even before Appointed Date towards pre-development costs and costs related to approvals and completion of CPs. Hence, Authority should include provision for compensation in case of termination even before Appointed Date and till commencement of construction.	Tender conditions shall prevail
256.	General	Studies and Reports	• Authority requested to provide the complete traffic study report. • Authority requested to provide AutoCAD/ GIS plot for the site boundary of 311 hectare. Additionally, request you to provide any GIS/drone survey data, if available.	Bidders to conduct their own due diligence for assessing the potential demand and traffic for the proposed MMLH facility

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			• Authority is requested to provide copies of all civil and technical reports studies including rail connectivity and siding that has been conducted for the Project • Topographic survey (CAD format) • Site geotechnical report • Soil Investigation report • Hydrological and irrigation data, if any • Existing utilities and site encumbrances survey data • Tree/vegetation census data • Environmental Impact Assessment report • Environmental Clearance letter • Railway DPR and approved ESP in an editable format	Please refer to Corrigendum III Item no. 29
257.	DCA Definition "Total Project Cost" Page 19	"**Total Project Cost**" means the capital cost incurred on construction and financing of the Project, and shall be limited to the lowest of: (a) the aggregate value of capital cost of the Project, as set forth in the Financial Package at the date of Financial Close; and (b) the aggregate value of actual capital cost of the project as set forth in the Financial Package for each phase; and (c) Phase 1 a sum of Rs 2,374 Crores (Rupees Two Thousand Three Hundred and Seventy Four Crores Only) Phase 2 a sum of Rs 1,412 Crores (Rupees One Thousand Four Hundred and Twelve Crores Only) Phase 3 a sum of Rs 2,095 Crores (Rupees Two Thousand and Ninety Five Crores Only) Total across all phases a sum of Rs 5,881 Crores (Rupee Five Thousand Eight Hundred and Eighty One Crores Only)	Total Project Cost to be linked to the actual capital cost of the project	Tender conditions shall prevail
258.	DCA Annex-III (Schedule A) Page 159	Concessionaire is allowed to use the maximum of 2.0% of the total land area of MMLH for the purpose of Commercial Zone Development	Considering the large scale of the project, it is requested that authority permits development of commercial zone upto 10% of the total land area of MMLH	Tender conditions shall prevail
259.	DCA Definition of Gross Revenue Page 13	All the pre-tax revenues earned from the user for and in respect of Project Facilities and Services provided under or pursuant to this agreement during the relevant period of computation. Gross Revenue shall be computed based on the Fees charged to the Users and shall include any one-time or upfront revenue, and shall also include any imputed revenue calculated as per Clause 19.1 for and in respect of different Services as under.	• The definition of Gross Revenue should be restricted to revenue earned by the Concessionaire from the project, project facilities, and services provided at the project site. Accordingly, revenue earned from services related to transportation to/from the project site should not be included in the Gross Revenue computation. • If revenue is earned by the Concessionaire from sub-leasing or sub-contracting, including to an associate firm, the Gross Revenue computation should be limited to the sub-leasing/sub-	Refer to reply for query no. 27

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			contracting fee earned by the Concessionaire, provided such activities are conducted at arm's length. • Gross Revenue should be limited to income from operations as reported in the Concessionaire's audited accounts and should exclude discounts offered to customers.	
260.	DCA Definition of Gross Revenue Page 13	b) Revenue from warehousing services – Gross Revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing warehousing services; and (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of Warehousing Zone facility, in full or in part to any third-party agency, if applicable (d) Revenue from value-added services – Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing value-added services (e) Revenue from Commercial Zone services - Gross Revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing Commercial Zone services; and (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of Commercial Zone, in full or in part to any third-party agency, if applicable (f) Revenue from Allied services - Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing any other services not mentioned herein.	• The Authority should not include fees charged by an associate firm of the Concessionaire to end users in the computation of Gross Revenue as sub-licensing warehousing and commercial zone activities to associate firms at arm's length is a widely accepted practice in the logistics industry. o Many companies also have in-house divisions that manage warehousing operations and commercial activities, Thus including the fees charged by such companies to end Users would incorrectly bring the company's core business revenue into the scope of Gross Revenue under the concession. (example: Logistic division / company of steel player shall attract entire revenue of the Steel company which intends to use MMLP as stockyard)	Refer to reply for query no. 27
261.	DCA Definition of Gross Revenue Page 13	(c) Revenue from transportation services – Gross Revenue shall include any revenue earned from transportation services.	• The definition of Gross Revenue should be restricted to revenue earned by the Concessionaire from the project, project facilities, and services provided at the project site. Accordingly, revenue earned from services related to transportation to/from the project site should not be included in the Gross Revenue computation. For example – Rail freight services booked at the MMLH (Multi-Modal Logistics Hub) for the transportation of cargo to ports or	Refer to reply for query no. 27

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			other destinations shall be included in the definition of Gross Revenue even if these logistic services are not provided within MMLH area.	
262.	DCA Definition of Gross Revenue Page 13	Further, in computing the Gross Revenue, income from interest on investments such as including security deposits, advances, premiums received etc. shall also be included.	• The definition of Gross Revenue should be restricted to revenue earned by the Concessionaire from the project, project facilities, and services provided at the project site. Having such a broad definition of gross revenue will lead inclusion on non logistics / non core revenue & activities within ambit of concession agreement	Refer to reply for query no. 27
263.	DCA Schedule A Page 152	Map 1: Concept Master plan (including location of the Site)	• The sketches provided do not specify critical details such as the lengths of tracks, width of platforms, and connection arrangements under station limits. • The IR track and DFCCIL track alignments along with their interconnections must be clearly indicated. • Similarly, details of existing road connectivity from the site up to various National Highways are required. • The location of the proposed Rail Over Rail should also be explicitly shown. • Further, information on existing waterways, ground conditions, proposed new bridges or extensions of existing bridges, and details of structures/buildings/high electrical towers is necessary, as these elements significantly impact cost and planning. Hence, comprehensive sketches incorporating all relevant details are requested.	Please refer to Corrigendum III Item no. 29
264.	DCA Clause 10.2.3 Page 51	The licence, access and Right of Way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that the Project is open to Users and there is free flow of traffic at all times during the Concession Period, save and except during the hours for which closure thereof shall have been permitted by the Authority.	The Authority is requested to confirm what existing rights of way currently exist in relation to the Project Site. It is recommended that no additional rights of way be created, and that any existing rights of way be extinguished to enable the Concessionaire to perform its obligations under the concession agreement in relation to the Project. Accordingly, this clause may be deleted as follows: ~~**"The licence, access and Right of Way granted by this Agreement to the Concessionaire shall always be subject to existing rights of way and the Concessionaire shall perform its obligations in a manner that the Project is open to Users and there is free flow of traffic at all times during the Concession Period, save and except during the hours for which closure thereof shall have been permitted by the Authority**~~."	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
265.	DCA Clause 10.3.4 Page 52	The Authority shall make best efforts to procure and grant, no later than 180 (one hundred and eighty) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix (except additional land for long haul to increase operational efficiency which may be handed over to the Concessionaire during the Term of the Concession) and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, and any such delay adversely affects the Construction Works, then, the Authority shall consider granting the reasonable extension in the Concession Period at the written request of the Concessionaire. Provided that, in any such case, the extension to the Concession Period shall not be longer than the delayed period. Provided that, the occurrence of any such delay in the grant of Right of Way, will not have any impact whatsoever on the rights, interests, entitlements, benefits, etc. of the Authority that it may have under and in accordance with this Agreement. The Damages payable in terms of this Clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire.	It is requested that the said Clause 10.3.4 is amended as follows, for added clarity: "The Authority shall make best efforts to procure and grant, no later than 180 (one hundred and eighty) days from the Appointed Date, the Right of Way to the Concessionaire in respect of all land included in the Appendix (except additional land for long haul to increase operational efficiency which may be handed over to the Concessionaire during the Term of the Concession) and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Concessionaire, and any such delay adversely affects the Construction Works, then, the Authority shall consider granting **an ~~the reasonable~~** extension in the Concession Period at the written request of the Concessionaire. Provided that, in any such case, the extension to the Concession Period shall not be **~~longer~~ less** than the delayed period. Provided that, the occurrence of any such delay in the grant of Right of Way, will not have any impact whatsoever on the rights, interests, entitlements, benefits, etc. of the Authority that it may have under and in accordance with this Agreement. The Damages payable in terms of this Clause shall be the sole remedy available to the Concessionaire and the Authority shall not be liable for any consequential loss or damage to the Concessionaire."	Tender conditions shall prevail
266.	DCA Clause 11.4 Page 56	The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction, operation and maintenance of the Project. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Concessionaire and any revenues thereof shall be paid to the Authority.	In terms of the model concession agreement, all costs for felling of trees and transplant/plantation shall be borne by the authority. Accordingly, the said Clause 11.4 is requested to be amended as follows: "The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a Material Adverse Effect on the construction, operation and maintenance of the Project. In the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. **The cost of felling of trees and transplant / plantation shall be borne by the Authority. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate. ~~For the avoidance of doubt, the costs and expense in respect of felling of trees shall be borne by the Concessionaire and any revenues thereof shall be paid to the Authority.~~**"	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
267.	DCA Clause 12.2 Page 57	12.2.1 The Concessionaire shall ensure that its Construction Works do not obstruct, interrupt or divert the flow of road traffic on the highway situated adjacent to the Project that would otherwise impede smooth traffic flow on the highway. In the eventuality that the Construction Works on the Project impedes smooth traffic flow on the highway, the Concessionaire shall, at its cost, interrupt and divert the flow of road traffic on the highway if such interruption and diversion is necessary for smooth traffic flow; provided that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld, and subject to approval of the concerned agency in charge of such highway. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe operation of Construction Works and shall restore the interruption or diversion within the period specified by the Independent Engineer and the concerned agency in charge of such highway. 12.2.2 In the event of default by the Concessionaire in discharging the obligations specified in Clause 12.2.1, the Authority may levy and recover Damages equal to 0.2% (zero point two per cent) of the Performance Security for each day of default hereunder.	It is requested that the said Clause 12.2 is deleted, as it doesn't form part of the model concession agreement.	Tender condition shall prevail
268.	DCA Clause 12.4(c) Page 58	In respect of the Concessionaire's obligations relating to the Drawings of the Project as set forth in Schedule H, the following shall apply: . . (c) Within 45 (forty five) days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the	It is requested that the said Clause 12.4(c) is amended as follows, to ensure prompt action by the Independent Engineer: "Within **15 (fifteen)** ~~**45 (forty five)**~~ days of the receipt of the Drawings, the Independent Engineer shall review the same and convey its observations to the Concessionaire with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Concessionaire shall not be obliged to await the observations of the Independent Engineer on the Drawings submitted pursuant hereto beyond the said **15 (fifteen)** ~~**45 (forty five)**~~ days period and may begin or continue Construction Works at its own discretion and risk."	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Drawings submitted pursuant hereto beyond the said 45 (forty five) days period and may begin or continue Construction Works at its own discretion and risk.		
269.	DCA Clause 12.9 Page 62	In the event the Concessionaire fails to complete the Project in accordance with the Project Completion Schedule, including any Time Extension granted under this Agreement, the Concessionaire shall endeavour to complete the balance work expeditiously and shall pay Damages to the Authority in accordance with the provisions of Clause 15.2 for delay of each day until the Project is completed in accordance with the provisions of this Agreement. Recovery of Damages under this Clause shall be without prejudice to the rights of the Authority under this Agreement including the right to Termination under Article 31.	It is requested that the said clause is deleted, as it doesn't form part of the model concession agreement. In any case, delay damages have been provided in Clause 15.2 of the DCA. Accordingly, this clause is redundant.	Tender conditions shall prevail
270.	DCA Clause 14.4.2 Page 68	Upon completion of all Punch List items, the Independent Engineer shall conduct Tests, if required and issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement.	It is requested that the said clause is amended, as follows, to ensure that the termination doesn't occur for delay in completion of punch list items due to reasons non-attributable to the Concessionaire: "Upon completion of all Punch List items, the Independent Engineer shall conduct Tests, if required and issue the Completion Certificate. Failure of the Concessionaire to complete all the Punch List items within the time set forth in Clause 14.4.1 for any reason, other than conditions constituting Force Majeure, **reasons beyond the control of the Concessionaire**, or for reasons solely attributable to the Authority, shall entitle the Authority to terminate this Agreement."	Tender condition shall prevail
271.	DCA Clause 17.8.1 Page 77	In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (a) 0.5% (zero point five per cent) of Average Daily Revenue, and (b) 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.	It is requested that the said clause is amended, as follows, to align with the corresponding provision of the model concession agreement and unnecessary penalisation of the Concessionaire: "In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the higher of (~~**a) 0.5% (zero point five per cent) of Average Daily Revenue, and (b)**~~ 0.1% (zero point one per cent) of the cost of such repair or rectification as estimated by the Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof."	Tender condition shall prevail
272.	DCA Clause 19.3	The Independent Engineer or Authority's officials shall inspect the Project at least once a month. It shall make	It is requested that the said clause, is amended to the following extent. Do note, this is standard stipulation in similar agreements,	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Page 84	a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection.	forms part of the model concession agreement, and in any case, does not prejudice the rights of the Authority under the DCA: "The Independent Engineer or Authority's officials shall inspect the Project at least once a month. It shall make a report of such inspection (the "**O&M Inspection Report**") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements, Maintenance Manual, the Maintenance Programme and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7 (seven) days of such inspection. **It is expressly agreed between the Parties that any inspection carried out by Independent Expert or the submission of the O&M Inspection Engineer shall not relieve or absolve the Concessionaire of its obligations and liabilities hereunder in any manner whatsoever**."	
273.	DCA Clause 21.3.1 Page 87	The Concessionaire shall ensure and procure compliance of each of the Key Performance Indicators specified in Schedule P and for any shortfall in average performance during the half-yearly period, it shall pay Damages within the time period mentioned in Clause 21.3.3 for the half year in which the shortfall occurred. The Damages due and payable under this Clause 21.3 shall be determined at the rate of 0.1% (zero point one per cent) of the total revenue from Fee in the respective half yearly period for every shortfall of 10% (ten per cent) in any single Key Performance Indicator specified in Schedule P and in case there is a shortfall in more than one Key Performance Indicator then for each such Key Performance Indicator 1% (one per cent) of total revenue from Fee shall be payable as Damages; provided further that the Authority may fully or partially waive its right to impose Damages, in part or full, if it is satisfied that the Concessionaire has been carrying out its obligations diligently and efficiently and that the shortfall to be waived was on account of reasons beyond the control of the Concessionaire. Provided that no Damages shall be payable in pursuance of this Clause 21.3.1 if the Concessionaire,	It is requested that the said clause is amended to ensure consistency with the model concession agreement: "The Concessionaire shall ensure and procure compliance of each of the Key Performance Indicators specified in Schedule P and for any shortfall in average performance during the half-yearly period, it shall pay Damages within the time period mentioned in Clause 21.3.3 for the half year in which the shortfall occurred. The Damages due and payable under this Clause 21.3 shall be determined at the rate of 0.1% (zero point one per cent) of the total revenue from Fee in the respective half yearly period for every shortfall of 10% (ten per cent) in any single Key Performance Indicator specified in Schedule P and in case there is a shortfall in more than one Key Performance Indicator then for each such Key Performance Indicator **0.1% (zero point one percent)** ~~**1% (one per cent)**~~ of total revenue from Fee shall be payable as Damages; provided further that the Authority may fully or partially waive its right to impose Damages, in part or full, if it is satisfied that the Concessionaire has been carrying out its obligations diligently and efficiently and that the shortfall to be waived was on account of reasons beyond the control of the Concessionaire. Provided that no Damages shall be payable in pursuance of this Clause 21.3.1 if the Concessionaire, within a period not exceeding 90 (ninety) days from the date of notice of such shortfall from the Authority is able to identify, rectify and cure the reasons attributable to the shortfall in the performance and demonstrate to the	Please refer to Corrigendum III Item no. 25

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		within a period not exceeding 90 (ninety) days from the date of notice of such shortfall from the Authority is able to identify, rectify and cure the reasons attributable to the shortfall in the performance and demonstrate to the satisfaction of the Authority that all Key Performance Indicators are adhered.	satisfaction of the Authority that all Key Performance Indicators are adhered."	
274.	DCA Clause 23.6.3 Page 92	Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 23.6.2, the Concessionaire shall not sub-license, assign or in any manner create an Encumbrance on any Project Asset forming part of Commercial Zone and Consumption Led Warehousing Development without prior written approval of the Authority, which approval the Authority may, in its discretion, deny only if such sub-licence, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the Authority under this Agreement; provided that the provisions of this Clause 23.6.3 shall not apply where the Concessionaire grants a sub-licence for a cumulative period, including any renewals thereof, not exceeding 11 (eleven) months. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required under this Clause 23.6.3 within a period of 30 (thirty) days from the date of receiving a notice with full particulars and documents from the Concessionaire, the approval shall be deemed to have been granted to the extent such sub-licence, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement.	It is requested that the said clause is amended, as follows, since 'material advance effect' has been defined in the DCA: "Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 23.6.2, the Concessionaire shall not sub-license, assign or in any manner create an Encumbrance on any Project Asset forming part of Commercial Zone and Consumption Led Warehousing Development without prior written approval of the Authority, which approval the Authority may, in its discretion, deny only if such sub-licence, assignment or Encumbrance has or may have a **Material Adverse Effect** ~~**material adverse effect**~~ on the rights and obligations of the Authority under this Agreement; provided that the provisions of this Clause 23.6.3 shall not apply where the Concessionaire grants a sub-licence for a cumulative period, including any renewals thereof, not exceeding 11 (eleven) months. For the avoidance of doubt, it is agreed that if the Authority does not deny the approval required under this Clause 23.6.3 within a period of 30 (thirty) days from the date of receiving a notice with full particulars and documents from the Concessionaire, the approval shall be deemed to have been granted to the extent such sub-licence, assignment or Encumbrance, as the case may be, is in accordance with the provisions of this Agreement."	Please refer to Corrigendum III Item no. 28
275.	DCA Clause 28.5 Page 103	All amounts standing to the credit of the Escrow Account at the end of the Concession Period including amounts credited to the Escrow Account towards compensation payable in accordance with Article 31 and 32 of the Concession Agreement shall be appropriated in the following order of priority:	The said clause has not been provided in the model concession agreement. That said, it is requested that the same is amended, as follows: "All amounts standing to the credit of the Escrow Account at the end of the Concession Period including amounts credited to the Escrow Account towards compensation payable in accordance with	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		(a) towards taxes and statutory dues payable by the Concessionaire; (b) compensation to Senior Lenders in terms of the Financing Agreements towards discharge of the Concessionaire's liability under such Financing Agreements; (c) all amounts due to the Authority and amounts payable towards transfer of the Project Facilities and Services by the Concessionaire in accordance with this Agreement; and the Concessionaire shall be at liberty to withdraw any sums outstanding in the Escrow Account after: (i) all the aforesaid payments due have been made and/or adequate reserves have been created in respect thereof to the satisfaction of the Senior Lenders and the Authority; (ii) the Escrow Agent has received a confirmation of final settlement by the Senior Lenders and/or Authority; and (iii) Vesting Certificate has been issued by the Authority under the provisions of Clause 35.4.	Article 31 and 32 of the Concession Agreement shall be appropriated in the following order of priority: (a) towards taxes and statutory dues payable by the Concessionaire; (b) compensation to Senior Lenders in terms of the Financing Agreements towards discharge of the Concessionaire's liability under such Financing Agreements; (c) all amounts due to the Authority and amounts payable towards transfer of the Project Facilities and Services by the Concessionaire in accordance with this Agreement; and the Concessionaire shall be at liberty to withdraw any sums outstanding in the Escrow Account **after appropriation of the above.** ~~**(i) all the aforesaid payments due have been made and/or adequate reserves have been created in respect thereof to the satisfaction of the Senior Lenders and the Authority;**~~ ~~**(ii) the Escrow Agent has received a confirmation of final settlement by the Senior Lenders and/or Authority; and**~~ ~~**(iii) Vesting Certificate has been issued by the Authority under the provisions of Clause 35.4."**~~	
276.	DCA Clause 31.9.1 Page 112	If Termination is on account of Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.	It is requested that the said clause be amended, as follows, in terms of the model concession agreement, and to increase bankability of the Project: "If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount **that would be payable under Clauses 36.3.1 as if it were a Concessionaire Default** ~~**equal to 90% (ninety per cent) of the Debt Due less Insurance Cover**~~."	Tender conditions shall prevail
277.	DCA Clause 34.1.1(z) Page 118	Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or	It is requested that sub-clause (z) be deleted, since it is not part of the model concession agreement. Accordingly, the clause may be amended as follows:	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire's Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include: . . (z) the Concessionaire fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Representative.	"Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "**Concessionaire's Default**"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include: . . ~~**(z) the Concessionaire fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority's Representative.**~~"	
278.	DCA Clause 34.4.1 Page 121	The Termination Payment, due and payable under this Agreement shall be computed with reference to the Debt Due and Adjusted Equity, as the case may be, in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties agree that within a period of 60 (sixty) days from COD and issue of completion/provisional certificate for subsequent phases, the Concessionaire shall notify to the Authority, the Total Project Cost of phase-1 as on COD and as on the date of issue of completion/provisional certificate for subsequent phases and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment. The Parties further agree that in the event such disaggregation is not notified to the Authority, the Equity shall be deemed to be the amount arrived at by subtracting Debt Due from the Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed 70% (seventy per cent) of the Total Project Cost.	It is requested that the said Clause 34.1.1 is amended, as follows, in line with clause 36.6.1 of the model concession agreement: "The Termination Payment, due and payable under this Agreement shall be computed with reference to the Debt Due and Adjusted Equity, as the case may be, in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties agree that within a period of 60 (sixty) days from COD and issue of completion/provisional certificate for subsequent phases, the Concessionaire shall notify to the Authority, the Total Project Cost of phase-1 as on COD and as on the date of issue of completion/provisional certificate for subsequent phases and its disaggregation between Debt Due and Equity, and only the amounts so conveyed shall form the basis of computing Termination Payment. The Parties further agree that in the event such disaggregation is not notified to the Authority, the Equity shall be deemed to be the amount arrived at by subtracting Debt Due from the Total Project Cost. The Parties also agree that for the purposes of computing Termination Payment, the Debt Due shall at no time exceed **80% (eighty percent)** ~~**70% (seventy per cent)**~~ of the Total Project Cost."	Tender conditions shall prevail
279.	DCA Clause 35.1.1(b) Page 124	Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements: . . (b) deliver forthwith the actual or constructive, peaceful and vacant possession of the Site and Project	It is requested that the said clause be amended in line with the model concession agreement: "Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements: .	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Assets, including but not limited to the structure/installations/fixtures erected or installed within a period of 7 (seven) days of the expiry or earlier determination of the Concession Period, failing which the Concessionaire shall be liable for payment of Damages equivalent to 1% (one per cent) of the last annual Concession Fee per day up-to a maximum of 15 (fifteen) days, after which the Authority shall be entitled to enter upon and take possession of the Site including the Project on 'as-is- where-is' basis.	. (b) deliver forthwith the actual or constructive, peaceful and vacant possession of the Site and Project Assets **free and clear of all Encumbrances**, ~~**including but not limited to the structure/installations/fixtures erected or installed within a period of 7 (seven) days of the expiry or earlier determination of the Concession Period, failing which the Concessionaire shall be liable for payment of Damages equivalent to 1% (one per cent) of the last annual Concession Fee per day up-to a maximum of 15 (fifteen) days, after which the Authority shall be entitled to enter upon and take possession of the Site including the Project on 'as-is- where-is' basis.**~~"	
280.	DCA Clause 37.2(b) Page 129	The restraints set forth in Clause 37.1 shall not apply to: . . (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement;	It is requested to amend the following clause to ensure no bankability concerns for the lenders: "The restraints set forth in Clause 37.1 shall not apply to: . . (b) mortgages/pledges/hypothecation of goods/assets other than Project Assets and their related documents of title, **a charge on the Escrow account** arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/or for working capital arrangements for the Project. For the avoidance of doubt, the Senior Lenders would be entitled to create a lien on the Escrow Account, subject to and without prejudice to the rights of the Authority under this Agreement; "	Tender conditions shall prevail
281.	DCA Clause 38.1 Page 131	If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of INR 10 crore (Rupees ten crore) or 2% (two per cent) of the Realisable Revenue in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on	It is requested that the said clause be amended in line with the model concession agreement: "If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of INR **1** ~~**10**~~ crore (Rupees **one** ~~**ten**~~ crore) or 2% (two per cent) of the Realisable Revenue in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased costs, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice,	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		amendments to this Agreement or on any other mutually agreed arrangement:	and either agree on amendments to this Agreement or on any other mutually agreed arrangement:"	
282.	DCA Clause 38.2 Page 131	If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of INR 10 crore (Rupees ten crore) or 2% (two per cent) of the Realisable Revenue in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:	It is requested that the said clause be amended in line with the model concession agreement: "If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of INR **1** ~~**10**~~ crore (Rupees **one** ~~**ten**~~ crore) or 2% (two per cent) of the Realisable Revenue in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:"	Tender conditions shall prevail
283.	DCA Clauses 38.5, and 38.6 Page 132	Entire clauses	It is requested that the said clauses be deleted as unforeseen events have been necessarily dealt with under Article 31 of the DCA (Force Majeure). Further, the said clauses do not form part of the model concession agreement.	Tender conditions shall prevail
284.	DCA Clause 39.1.1 Page 134	The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities, designated GOI agencies and Authority owned and/or controlled entities/enterprises, (the "**Government Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or any User or from any negligence of the Concessionaire under contract or tort or, on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons.	It is requested that the said clause be amended, as follows. Indemnifying any third party is not only highly onerous, but also such stipulation has not been provided for in the model concession agreement. "The Concessionaire shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities, ~~**designated GOI agencies**~~ and Authority owned and/or controlled entities/enterprises, (the "**Government Indemnified Persons**") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire to the Authority or any User or from any negligence of the Concessionaire under contract or tort or, on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Government Indemnified Persons."	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
285.	DCA Clause 39.2.1(b) Page 134	Without limiting the generality of Clause 39.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: . . "(b) payment of taxes required to be made by the Concessionaire, its subsidiaries, assigns or affiliates in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or"	It is requested that the said clause be amended, as follows, since it is not only highly onerous, but also such stipulation has not been provided for in the model concession agreement. "Without limiting the generality of Clause 39.1, the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Government Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to: . . "(b) payment of taxes required to be made by the Concessionaire, ~~**its subsidiaries, assigns or affiliates**~~ in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or"	Tender conditions shall prevail
286.	DCA Clause 40.3 Page 137	40.3.1 All property taxes on the Site shall be payable by the Concessionaire. Property tax shall include specific terms such as Municipal Tax, Non-Agricultural Tax, or any other tax levied by a local body in relation to the Site on which it is established and Project Assets. 40.3.2 In the event the Concessionaire fails to pay property tax within the time specified therein, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. 40.3.3 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right to recover the costs and Damages specified in Clause 40.3.2 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow bank to make payment from the Escrow Account in accordance with the instruction of the	This is highly onerous, as the Authority shall be the owner of the Site, and the Concessionaire shall access the Site on a license basis only. Accordingly, as in line with the model concession agreement, the clause may be amended as follows: "40.3.1 All property taxes on the Site shall be payable by the **Authority.** ~~**Concessionaire. Property tax shall include specific terms such as Municipal Tax, Non- Agricultural Tax, or any other tax levied by a local body in relation to the Site on which it is established and Project Assets.**~~ ~~**40.3.2 In the event the Concessionaire fails to pay property tax within the time specified therein, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages.**~~ ~~**40.3.3 The Authority shall have the right, and the Concessionaire hereby expressly grants to the Authority the right to recover the costs and Damages specified in Clause 40.3.2 directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to**~~	Tender condition shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Authority under this Clause 40.3.3 and debit the same to O&M Expenses under para 4.1.1 (h) and 4.2 (d) of the Escrow Agreement.	~~**the Escrow bank to make payment from the Escrow Account in accordance with the instruction of the Authority under this Clause 40.3.3 and debit the same to O&M Expenses under para 4.1.1 (h) and 4.2 (d) of the Escrow Agreement."**~~	
287.	DCA Clause 44.1 Page 143	This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.	It is requested that the said clause is amended for clarity: "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in **New Delhi** ~~**the State**~~ shall have exclusive jurisdiction over matters arising out of or relating to this Agreement."	Tender conditions shall prevail
288.	DCA Clause 41.3.1 Page 139	Any Dispute which is not resolved amicably by conciliation, as provided in Clause 41.2, shall be finally decided by reference to arbitration by an arbitral tribunal appointed in accordance with Clause 41.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for New Delhi International Arbitration Centre (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 or any subsequent amendment or re-enactment thereof ("**Act**"). The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.	It is requested that the said clauses be amended for clarity: "Any Dispute which is not resolved amicably by conciliation, as provided in Clause 41.2, shall be finally decided by reference to arbitration by an arbitral tribunal appointed in accordance with Clause 41.3.2. Such arbitration shall be held in accordance with the ~~**R r**~~ules of ~~**Arbitration of**~~ the ~~**International**~~ Centre for New Delhi International Arbitration Centre (the "**Rules**") **(as amended from time to time)**, 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 or any subsequent amendment or re-enactment thereof ("**Act**"). The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.	Please refer to Corrigendum III Item no. 26
289.	DCA Paragraph 7 of Schedule F (Performance Security) Page 178	Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.	Please consider revising the claim period of the bank guarantee (to be provided towards Bid Security) to 30 (thirty) days.	Tender conditions shall prevail
290.	DCA Clause 4.3 of Schedule Q (Escrow Agreement) Page 214	All amounts standing to the credit of the Escrow Account at the end of the Concession Period including amounts credited to the Escrow Account towards compensation payable in accordance with Article 30 of the Concession Agreement shall be appropriated in the following order of priority: (a) all taxes due and payable by the Concessionaire for and in respect of the Project;	It is requested that the said clause is deleted, as it is not line with the format of escrow agreement provided in the model concession agreement.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		(b) compensation to Senior Lenders in terms of the Financing Agreements towards discharge of the Concessionaire's liability under such Financing Agreements; (c) all amount due to the Authority and amounts payable towards transfer of the Project Facilities and Services by the Concessionaire in accordance with this Agreement; and the Concessionaire shall be at liberty to withdraw any sums outstanding in the Escrow Account after: 1. all the aforesaid payments due have been made and/or adequate reserves have been created in respect thereof to the satisfaction of the Senior Lenders and the Authority; 2. the Escrow Agent has received a confirmation of final settlement by the Senior Lenders and/or Authority; and 3. Vesting Certificate has been issued by the Authority under the provisions of Clause 34.4		
291.	1.4.4 Projected container traffic (Techno Feasibility report) Page 26	Details of reception Yard: The reception yard is having 23 lines;18 Line CSR of 750 m per each line and 5 lines for 1500m long haul may be added at later stage to increase operational efficiency	Will the authority undertake development of the entire reception yard along with 18 handling line of CSR of 750 m and 5 handling line of 1500m long haul to be developed at later stage	Infrastructure development of Internal rail yard is under the obligation of the Authority Please refer to Corrigendum III Item no. 29
292.	RFQ Cum RFP Volume I (Clause 1.1.1)	Estimated Project Cost (Rs Cr): 5,881 Crore	• Please provide detailed break-up of the estimated Project Capex along with estimates of infrastructure • Authority to get this Project declared as "Project of National Importance" and all related benefits like capital investment subsidy, GST exemption, electricity duty exemption, exemption from other central and state dues should be extended to the Project. • Authority to clarify, whether state industrial policy (if any) incentives shall be extended to proposed MMLH without limitation to Project Area or Project investment.	Refer to reply for query no. 5
293.	RFP Clause 2.7.4 Right to	In such event, Authority reserves its right to forfeit Bid Security or Performance Security, as the case may be,	Request Authority to give detailed reasoning for disqualification/ rejection of bid, along with cure period to cure the deficiencies.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	accept or reject any or all Bids – Pg 24	and impose those penalties as per the terms of the Concession Agreement and applicable laws.		
294.	DCA Clause 6.1.2 (o) – Pg 42 Clause 20.1.1 – Pg 86	Clause 6.1.2 (o) - Develop Boundary wall around the earmarked land for the MMLH to isolate it from the surrounding area; Clause 20.1.1 - The Concessionaire shall provide and maintain boundary wall or other suitable protection around the Project and shall be responsible for the security arrangements for the Project, which also includes providing and maintaining necessary equipment at the entry, exist and within the Project in order to maintain orderly conduct of its business and the security thereof.	DCA Clause 6.1.2 states that Authority will develop boundary wall around the site. DCA Clause 20.1.1 states that the concessionaire shall provide and maintain boundary wall or other suitable protection measures around the site. Kindly confirm whether the boundary wall construction will be under Authority's or Concessionaire's scope. If it is under Authority's scope, we request Authority to kindly provide confirmation on whether the entire boundary wall will be completed and ready before "hand over of site" so that concessionaire can plan their schedules and layout accordingly.	Tender conditions shall prevail
295.	DCA Clause 6.2 - Obligations relating to Competing Facility – Pg 42	Authority shall procure that during the subsistence of this Agreement, the Authority shall, at any time neither construct nor cause to be constructed any new Competing Facility within a 100 (one hundred) kilometres radius of the MMLH until 10 (ten) years from the Appointed date ("Exclusivity Period").	The MMLP scheme in Noida initiated by GNIDA in **May 2025** on a different allocation framework without a competitive bid is in contravention to the Exclusivity clause and **would be completely detrimental to the MMLH scheme.** Request Authority's comment on the same	Tender conditions shall prevail
296.	DCA Clause 10.5 – Sub license – Pg 53	the Concessionaire may sub-license whole or any part of the Commercial Development and Consumption Led Warehousing component, licensed to it by the Authority, to any person in any form or under any arrangement, device or method, only after the prior written approval of the Authority.	We request authority to permit concessionaire to sub-license the whole or any part of the site and not restrict the sub-license to Commercial Development and Consumption Led Warehousing component. We request the written approval of the Authority should not be unreasonably withheld	Tender conditions shall prevail
297.	DCA Clause 12.2.1 & 12.2.2 – Pg 57	The Concessionaire shall ensure that its Construction Works do not obstruct, interrupt or divert the flow of road traffic on the highway situated adjacent to the Project that would otherwise impede smooth traffic flow on the highway. In the eventuality that the Construction Works on the Project impedes smooth traffic flow on the highway, the Concessionaire shall, at its cost, interrupt and divert the flow of road traffic on the highway if such interruption and diversion is necessary for smooth traffic flow; provided that such interruption and diversion shall be undertaken by the Concessionaire only with the prior written approval of the Independent Engineer which approval shall not be unreasonably withheld, and subject to approval of the concerned agency in charge of such highway. For the avoidance of doubt, it is agreed that the Concessionaire shall at all times be responsible for ensuring safe	Concessionaire to ensure smooth flow of traffic - No definition of "what is smooth flow" - can this be defined clearly?	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		operation of Construction Works and shall restore the interruption or diversion within the period specified by the Independent Engineer and the concerned agency in charge of such highway.		
298.	DCA Clause 31.6.2 – Pg 111	At any time after the Appointed Date, if any Force Majeure Event occurs: (a) before COD, the Concession Period and the dates set forth in the Project Completion Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Events subsists;	For a Force Majeure event occurring prior to COD, the extension of time shall not be limited to the duration of the Force Majeure event. Accordingly, an equitable extension of time, including the Force Majeure period and a reasonable recovery period, should be granted.	Tender conditions shall prevail
299.	General queries		Please clarify on source of electric power and incoming power voltage details. Kindly provide the ROW details for electrical cable/overhead line routes - in case if it is away from the site	Please refer Clause 5.21 of the DCA
300.	General queries		Please clarify on source of Water and water quality parameter to be used for construction and operation purpose. Kindly provide the ROW details in case source is away from site	Refer to reply for query no. 149
301.	General queries		What is the status of existing internal roads within the site premises, whether these roads will be discontinued, demolished or to be integrated within the project layout	Refer to reply for query no. 2
302.	General queries		Kindly provide ROW and dimensional details of existing nallah/irrigation canals/waterways. Also share the ownership of buffer zone along irrigation canal.	Please refer to Corrigendum III Item no. 29
303.	General queries		Kindly provide mapping and coordinates of temples/places of worship within or near the project influence zone.	Please refer to Corrigendum III Item no. 29
304.	General queries		Please provide the schedule to shift the electricity HT lines.	Refer Clause 6.1.2 of the DCA
305.	General queries		Request clarification on the discharge of stormwater and treated wastewater:	Bidder to do their own due diligence
306.	General queries		Kindly provide the location of discharge point for storm water drainage from the site.	Bidder to do their own due diligence
307.	General queries		Please confirm the clearance required for Sewage Treatment Plant (STP) and clarify whether Rainwater Harvesting system must be the source of water supply for the MMLH or partial dependence on external water sources will be allowed	Bidder to do their own due diligence
308.	General queries		It is understood that all site encumbrances will be removed by the Authority. Kindly provide (a) A detailed encumbrance list (b) Responsible agency for clearance	Tender conditions shall prevail
309.	General queries		What will be the exact number of existing railway tracks and the provision for future additional tracks at the proposed crossing location	Please refer to Corrigendum III Item no. 29
310.	General queries		Kindly confirm whether the section is electrified / non -electrified and provide the minimum vertical clearance requirement (as per Indian Railways SoD/RDSO guidelines	Please refer to Corrigendum III Item no. 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
311.	General queries		If electrified or proposed to be electrified kindly specify whether it is a double -stack container corridor or high -rise OHE route and provide OHE height details.	Please refer to Corrigendum III Item no. 29
312.	General queries		Kindly provide rail level data, top of rail (TOR) RL at crossing location and chainage.	Please refer to Corrigendum III Item no. 29
313.	General queries		Kindly provide the railway land boundary limits (ROW) with coordinates / CAD layout.	Please refer to Corrigendum III Item no. 29
314.	General queries		Kindly clarify whether ROB design needs to be reviewed/approved by RDSO / Zonal Railway / Authority before execution.	Please refer to Corrigendum III Item no. 19
315.	General queries	.	Kindly provide the number of railway tracks planned, and whether gap has been considered between tracks for pier placement for ROB. If yes, kindly mention the span length to be considered	Bidders to conduct their own due diligence
316.	General queries		Kindly clarify under which body the ownership or title deed of land will be in, during the concession period.	DMIC IITGNL
317.	General queries		Kindly clarify which planning guideline is to be followed w.r.t the master planning for the MMLH	Bidders to conduct their own due diligence
318.	General queries		Will the area be coming within any ecologically/ topographically sensitive zone, with restrictions in multi storey developments or other construction/ commercial	Please refer to Corrigendum III Item no. 29. Further, Bidders to conduct their own due diligence
319.	General queries		Are there any restrictions on the Volume to plot ratio for the MMLH?	Bidders to conduct their own due diligence
320.	General queries		Will the MMLH be considered as Industrial area or Commercial area?	It will be considered as Logistics area
321.	General queries		Feasibility report mentions a proposed elevated MP-1 road passing over the site. Kindly clarify whether this elevated corridor will cause any obstructions in operations within the site. Should the concept plan be prepared, keeping in mind, the location of probable piers of the elevated corridor. If so, kindly share the details of the proposed elevated corridor.	The Authority shall ensure that the development of this road shall not have any adverse impact on the Concessionaire's operations within the Project Site. Further, the cost of planning, design, or construction of the said road shall not be an obligation of the Concessionaire. However, Concessionaire is advised to consider the construction of the elevated road in future while planning and designing the Project. It is hereby clarified that no claims of any nature whatsoever

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
				on any account resulting from the construction on this elevated road and its impact, if any, on the Project in any manner whatsoever, shall be entertained and the Authority shall not be held liable in any manner for the same.
322.	General queries		What will be the timeline for handing over the additional land for track long haul operations to the concessionaire	Refer to reply for query no. 6
323.	General queries	.	The Concession Agreement specifies a 45 -year concession period but does not define construction period duration. Kindly provide the stipulated construction period and associated milestones.	Tender conditions shall prevail
324.	General queries		Please provide the "indicative costs" that we need to consider for payment to railways for the inspections during operation as well the costs to be considered as annual maintenance costs.	Bidder to do their own due diligence
325.	General queries		Kindly provide the future development plan for Old NH -91 that is the connect between the main entrance to MMLH and NH 34	Please refer to clause 6.4 of DCA
326.	RFP - Clause: 2.2.2(a) Technical Capacity Page no:18 & 19	For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have: (i) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP (excluding the cost of land); and/or (ii) paid for, or received payments for, construction of Eligible Project(s) ; and/or (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity").	The estimated project cost for all three phases is INR 5,881 Crores, distributed as follows: • Phase-1: Rs 2,374 Crores • Phase 2: Rs 1,412 Crores • Phase 3: Rs 2,095 Crores The project will be developed in three phases, with each subsequent phase commencing only after the completion of the preceding one, rather than executing the entire project in a single phase. Accordingly, we request you to consider the threshold technical capacity qualification only on Phase 1 (i.e, Rs 2,374 Crores). As referenced in the Global Bid for the Development of Vadhvan Port Project Limited (VPPL), although the bid was invited in two phases, the threshold value considered was that of Phase 1. (or) In reference to the similar Multi-Model (MMLP) and other projects, we have observed that the threshold technical capacity is set at 50% of the bid value. We kindly request you to apply the same threshold capacity of 50% for this bid. Please kindly addendum confirm.	Tender conditions shall prevail

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327.	RFQ-cum-RFP 2.2.2(a) Technical Capacity, Page - 19	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have: (i) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP (excluding the cost of land); and/or (ii) paid for, or received payments for, construction of Eligible Project(s) ; and/or (iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1 of this RFP.	We submit that the additional requirement of at least one fourth of the Threshold Capacity from Eligible Project in Category 1/ and or Category 3, is restrictive and may exclude many capable & interested players - the overall Threshold Technical Capacity requirement will by itself ensure that only serious bidders would be eligible. Additionally, this is an industrial park and the Concessionaire should be capable of managing and developing the ecosystem, so Logistics-specific credentials/experience will likely not add value Hence, we request that the Authority re-consider this additional criteria, in the interest of more open & broader competition as well as better value discovery of the Project which would be in line with the Authority's goals **Suggested Modification** We request that the Authority consider removing the additional requirement of at least one fourth of the Threshold Capacity from Eligbile Projects in Category 1/ and or Category 3 Alternatively, similar to NHLML/MMLP bids, we request that Authority consider amending the eligibility to consider 2 categories of bidders i. Group A – meeting both technical & financial criteria & ii. Group B – not meeting technical criteria but having a higher financial capacity	Tender conditions shall prevail
328.	RFQ-cum-RFP Clause 3.2.7 Technical Capacity	(a) The Experience Score of the Bidder shall be computed as a weighted average of the Experience Score of a member and its proposed equity stake (%) in the Consortium, (b) Similarly, the Financial Score of the Bidder shall be computed as a weighted average of the Financial Score of a member and its proposed equity stake (%) in the Consortium Provided that the financial strength or the experience score taken into assessment will be only of those who	We submit that if the Bidder has engaged with a committed O&M partner from the time of bidding, the credentials of the O&M partner should be considered in evaluating the Experience Score for the Bidder. The O&M partner will play a critical role in the success of the project, even if they don't hold 26% equity stake. This would help broaden the Bidder base & hence better serve the Authority's goals & enable better value discovery for the project. **Suggested modification** 1. We request that the Authority allow a committed O&M partner's credentials/experience to be considered for meeting the Technical	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		contribute a minimum 26% share to the Consortium..	Eligibility / Experience Score requirements and remove the minimum requirement of 26% equity share in the Consortium for consideration. Additionally, the weightage factor for the committed O&M partner can be kept at 100% (i.e. independent of their equity share) 2. Additionally ,we request that the Authority can specify the requirements that the O&M partner needs to meet to satisfy that they will be committed to the project and against which their credentials/experience would be eligible to be considered	
329.	DCA Art 26 Commissioning of Competing Facility, Page 99	26.1.1 - Notwithstanding anything to the contrary contained in this Agreement but subject always to Clause 26.2, the Authority shall not construct or cause to be constructed any new Competing Facility within a 100 (one hundred) kilometres radius of the MMLH until 10 (ten) years from the Appointed date 26.2 - Modification in Concession Period Cl 1.1 - Definitions “Competing Facility” means an area within which all activities relating to aggregation, dis-aggregation, storage, and distribution of multi commodities, both for national and international transit are carried out. It is an integrated facility developed by the Authority in PPP mode, with a minimum area of 100 (one hundred) acres and necessarily comprises of 1) A railway siding or a river port or an airport, for the intermodal exchange of cargo, 2) custom clearance facilities, 3) Mechanized cargo handling systems, 4) warehouses, cold storages and custom bonded storages;. Parties (pg 6) Authority - DELHI MUMBAI INDUSTRIAL CORRIDOR INTEGRATED INDUSTRIAL TOWNSHIP GREATER NOIDA LIMITED (“DMIC IITGNL”), NICDIT and Government of Uttar Pradesh (GOUP) (represented by Greater Noida Development Authority (“GNIDA”)), has promoted and incorporated the	1. We submit that if similar facilities are constructed or sponsored by Governmental agencies other than the Authority, they would consequently have an impact on the feasibility of the Project, and hence we request that any & all Government agencies be restricted by this clause on "Competing Facility". For example, there was a bid floated for a ~174 acre MMLP at Greater Noida in January 2025 by the Greater Noida Industrial Development Authority (GNIDA)/ UP State Government - the project would have been immediate competition to the current MMLH project and would have significant impact on the traffic and revenue potential, but it would not be covered under the current clause/definition of "Competing Facility", as it is not sponsored by DMIC IITGNL. 2. Further, we submit that the definition of "Competing Facility" is such that it must have all assets as in the project (railway siding, custom clearance, cargo handling, warehouses, cold chain and custom bonded storage) - but if even one of these assets is not present in the competing project, it would not be classified as a "Competing Facility", while it would still have the potential to significantly affect demand for that asset (eg a large warehousing-only park near the project would significantly affect demand for warehousing in the project, but would not be covered under the "Competing Facility" definition) 3. Additionally, given the scale of capacity mandated for the project compared to the current level of demand, as well as the project itself would be developed over 17 years from the Appointed Date, a 10 year exclusivity period is not sufficient, and should be extended. Reducing uncertainty of a Competing Facility would provide more confidence to Bidders in terms of financial viability & returns, and hence enable better value discovery of the Project **Suggested Modification** 1. We request that the Authority consider expanding the ambit of the Competing Facility to cover any similar facility by the Authority and sponsors of the Authority, as well as all UP State Government & Central Government agencies	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Authority as a Special Purpose Vehicle (SPV)	2. We request that the definition of Competing Facility be amended to having any of the facilities as the Dadri MMLH, and not be restricted to only those having all of the facilities of the Dadri MMLH 3. We request the Authority to consider extending the duration of the exclusivity period from the current 10 years to 25 years	
330.	DCA Annex II Sch A - Master Plan, Page 156	Warehousing and Cold Storage Capacity In addition to facilities required to support above mentioned capacities, the Project is proposed to provide modern warehousing and cold storage facilities in a phase-wise manner over the Concession Period. In the phase I, the Concessionaire needs to create built up area of 3 (three) million square feet for modern warehouse and 0.3 (zero point three) million square feet for cold storage	1. We submit that the minimum requirement for 3 million square feet of modern warehousing in Phase 1 itself (i.e. within 2 years from Appointed Date) is very large, and the market/demand may not support such a large amount of supply coming onstream in one go - this could hence impact the Concessionaire's ability to charge appropriate rentals, as they may be forced to offer discounts to drive occupancy. This would impact the financial viability of the Project as well as impact the Authority's interest in the form of a lower revenue share & value discovery. We also submit that given the Concessionaire's commitment on Minimum Guaranteed Revenue share, it is always in the Concessionaire's financial interest to build capacity as fast as possible, so there would be no incentive to delay, as long as the market/demand exists.\ 2. We submit that the market demand for cold storage is driven by specific categories, and this demand may take considerably longer to develop. Further, the capital expenditure for cold storage facility is significantly higher compared to the normal storage. Therefore, high minimum required cold storage capacity in Phase I may place financial burden on the Project, as demand may not ramp up in a similar timeframe **Suggested Modification** 1. We request that the Authority consider reducing the minimum requirement of modern warehousing facilities for Phase 1, and consider that the Concessionaire be allowed timing flexibility in meeting the minimum requirement - i.e. we request that the deadline for meeting minimum capacity requirements be extended to 5 years from COD (i.e. before Phase 2) against 2 years from Appointed Date. In this way, the Concessionaire can calibrate supply addition in line with market/demand 2. We request that the Authority consider subsuming the minimum requirement for cold storage facility within the overall modern warehouse facility requirement with no separate/additional requirement, OR consider reducing the cold storage capacity requirement to 5% of the modern warehouse facility requirement,	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			i.e. 0.15 million square feet	
331.	DCA 25.2 License Fee, Page 96	25.2.1 Upon execution of the Concession Agreement and in further consideration of the Authority providing license rights for the Site for the Project to the Concessionaire and granting the rights and access set forth in this Agreement, the Concessionaire shall pay to the Authority, an annual License Fee of INR 90 crore (Rupees Ninety Crores) ("License Fee"). The License Fee would be increased by 6% (six per cent) after every 3 (three) years post COD.	We submit that the requirement of annual license fee, over & above the revenue share, imposes a fixed cost on the project & the Concessionaire, and this may be not be necessary in view of the Minimum Guaranteed Revenue Share that the Concessionaire commits to the Authority, as part of the bidding. This also places a significant fixed financial burden on the Concessionaire and could have significant impact on the financial viability of the Project in case of any short/medium term disruption, as well as in the case of Force Majeure. Overall, we submit this increases the financial risk for the Concessionaire, and this fixed liability could impact prudent risk-taking by the Concessionaire. Additionally, we submit that other MMLPs do not have an additional License Fee beyond the Revenue Share **Suggested Modification** We request that Authority consider removing the provision for annual License Fee in addition to the Revenue Share.	Tender conditions shall prevail
332.	Techno Feasibility Report - 1.8.2 Capital expense to be borne by Private developer Page no 40	Table 1-12 Capital expense to be borne by Private Developer	We understand that an estimate of the capital expenses to be borne by the Concessionaire is provided in the Techno-Feasibility Report. We believe that these estimates would have been made on certain assumptions with respect to soil conditions. Further details on the soil conditions and tests will be of assistance in making the detailed estimates on the capital expenses **Suggested Modification** We request for provisions of soil test reports to facilitate estimation of capital expenses. We request clarification on pre-bid access to the premises of the Facility for inspection and further testing.	Bidders to conduct their own due diligence
333.	Clause 1.3 Schedule of Bidding process	5. Bid Due Date/Bid Submission Date: 5:00 PM (IST), 06th February 2026	We submit that preparing the detailed plan and evaluating the financial parameters for a project of this scale and importance, involving multiple asset classes, requires significant effort. Hence, we would request the Authority to allow more time to all Bidders to properly evaluate and submit a well prepared bid. We request that the Bid Submission Date be extended till 30 April	Refer to reply for query no. 1

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			2026, to allow all Bidders more time to submit a well prepared bid. We also request the Authority to consider conducting an additional pre-bid conference after the Authority has shared replies to the queries from the various bidders, to enable any further discussion/clarifications on the Authority's replies	
334.	DCA - - Annex 1 Sch B -O&M Obligations of Concessionaire -17.1.1 Techno-Feasibility Report -1.8.1 DCA - pg 162 Techno-Feasibility Report -pg 40 Railay Infrastructure Internal	DCA : 1.3. List of Potential Facilities at Project A. Multi – modal/ Integrated Transport facilities • Road : Truck parking, Agent offices and Driver facilities/ Dormitories • Rail : Rail Sidings for rakes handling bulk, break bulk, liquid, container etc. [O&M Obligations of the Concessionaire] 17.1.1(h) (h) undertaking routine and periodic maintenance of railway line/siding (including related supervision charges of Authority itself or through related GOI agency) in line with the Indian Railways (IR) and/or Dedicated Freight Corridor Corporation of India Limited (DFCCIL) standards and regulations, as applicable; Techno-Feasibility Report Railway Infrastructure Internal Rs 579.00 cr	We understand the capital expenditure with respect to internal railway infrastructure will be undertaken by the SPV and that the post-construction Operation & Maintenance is to be undertaken by the Concessionaire. We anticipate that with respect to the construction of the internal railway infrastructure, there may be some overlap in development & construction activities in this aspect and that a detailed understanding of the technical aspects of the internal railway infrastructure is required for estimation of the capital expenditure obligation of the Concessionaire. Further, with respect to the O&M expenses for the internal railway infrastructure to be borne by the Concessionaire, an understanding on the scope of activities and rates will be required for proper estimation. **Suggested Modification** We request for provision of the **technical details, including drawings and specifications of the internal railway infrastructure** and the scope of activities & rates with respect to the O&M for the same.	Please refer to Corrigendum III Item no. 29
335.	DCA Annex II Sch A - Master Plan, Page 155	Table 1 : Design Capacity and Traffic Triggers for Phasing	The phase-wise design capacity for containerized and non-containerized cargo does not explicitly mention whether the same is on cumulative basis, as specified in the table for warehousing and cold storage capacity **Suggested Modification** We request that the Authority clarify the phase wise capacity to be on cumulative basis in Table 1	Please refer to Corrigendum III Item no. 27
336.	DCA 29.2 Insurance Cover, Page 104	Without prejudice to the provisions contained in Clause 29.1, the Concessionaire shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:	We submit that the liability to third parties for goods or property damage would depend on the commercial arrangements which may vary from one party to another or from one commodity to another and would be part of the commercial pricing/arrangement.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		(a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value; (b) comprehensive third party liability insurance including injury to or death of personnel of tAnnex II Master Plan he Authority or others caused by the Project; (c) the Concessionaire's general liability arising out of the Concession; (d) liability to third parties for goods or property damage; (e) workmen's compensation insurance; and (f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items (a) to (e) above	The present requirement may lead to ambiguities on the total quantum and type of insurance cover required for the Concessionaire to take, and could impact the value discovery of the Project. **Suggested Modification** We request that the Authority consider removing the sub-clause (d) mentioning the insurance cover with respect to liability to third parties for goods or property damage, OR that the Authority consider modifying this sub-clause to "as per commercial arrangements / industry practice"	
337.	DCA 23.5 Restrictions on Floor Space Index (FSI), Page 92	Subject to the provisions of the Master Plan, the FSI of Commercial Zone and Consumption Led Warehousing Development shall be the limit specified by local authorities under Applicable Laws. The height of any structure to be built on Commercial Zone and Consumption Led Warehousing Development shall not exceed limit specified by the Authority, as the case may be. For the avoidance of doubt, the FSI referred to hereinabove shall be computed with reference to the total area earmarked in the Master Plan as Commercial Zone and Consumption Led Warehousing Development, but excluding the areas reserved for roads, parks and other common facilities and amenities. "Master Plan" means the master plan set forth in Schedule A for construction, development and operation of the Project in accordance with the provisions of this Agreement, and includes the vacant land earmarked for expansion of the Project;	We submit that the restriction on FSI which excludes areas reserved for roads, parks and other common facilities, may restrict allowable FSI under local regulations. This may lead to reduction in development value (As FSI would be on a lower base), as well as ambiguities in computations of FSI as per local regulations and as stipulated in the DCA. This could lead to lower value (driven by lower FSI) as well as uncertainty on the potential value to the Concessionaire from commercial development, which would impact the value discovery of the Project **Suggested Modification** We request that the Authority consider removing the exclusions within the DCA with respect to roads, parks and other common facilities and amenities, and FSI restrictions be subject to local regulations only	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
338.	DCA - 1.1 Gross Revenue Definition Page no 14	Gross Revenue means.. All the pre-tax revenues earned from the user for and in respect of Project Facilities and Services provided under or pursuant to this agreement during the relevant period of computation. Gross Revenue shall be computed based on the Fees charged to the Users and shall include any one-time or upfront revenue, and shall also include any imputed revenue calculated as per Clause 19.1 for and in respect of different Services as under. ..... (c) Revenue from transportation services – Gross Revenue shall include any revenue earned from transportation services. (d) Revenue from value-added services – Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing value-added services (e) Revenue from Commercial Zone services - Gross Revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing Commercial Zone services; and (ii) Fees from sub-licensing, sub-contracting, or other similar contractual arrangements, of Commercial Zone, in full or in part to any third-party agency, if applicable (f) Revenue from Allied services - Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing any other services not mentioned herein.	We submit that some of the services included within the ambit of Gross revenue, like transportation services, value added services. commercial zone services and allied services, may be provided by third party or may be separately arranged by the customers of the Facility. In the abovementioned scenario, the Concessionaire may not be billing the customer with respect to such services nor generating revenues from the same. We submit that in such scenarios where the Concessionaire is not earning revenues from certain activities, the provision of revenue share on such activities would place burden on the Concessionaire. **Suggested Modification** We request that for the purpose of definition of gross revenue and calculation of revenue share, only such services which have been billed by the Concessionaire to the customer of the Facility be included	Refer to reply for query no. 27

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Further, in computing the Gross Revenue, income from interest on investments such as including security deposits, advances, premiums received etc. shall also be included. 19.1.4 -[Quarterly and Monthly Status Reports] The Independent Engineer shall assess that all Related Party Transactions have been done on arm's length basis. In case, any particular revenue item has not been carried out in arm's length basis, the difference between revenue arrived by Independent Engineer considering arm's length basis and actual revenue reported shall become part of Gross Revenue.		
339.	RFQ-cum-RFP - Clause 1.1.1 & 1.1.4 - Estimated Project Cost / Eligibility Criteria Page no - 9	Table 1: Design Capacity and Traffic Triggers for Phasing 1.1.4 Indicative capital cost of the Project (the "Estimated Project Cost") has been specified in Clause 1.1.1 above. This cost is however indicative in nature and the interested Bidders (the "Bidders") will have to make their own independent assessment of cost of the Project.	We understand the draft documents place requirements on minimum capacity under different phases, as also indicative / estimated project cost in INR crores. **Suggested Modification** We request a clarification on any minimum capital expenses spend is prescribed for the Concessionaire for the three phases or at an overall level.	Tender conditions shall prevail
340.	RFQ-cum-RFP - Clause 3.2.6 - Eligible Projects Definition Page no -33	3.2.6 The Experience Score determined in accordance with Clause 3.2.5 above in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.	We understand that projects in developed countries which are OECD members are elibible for an enhanced factor of 0.5 for calculating the experience score. **Suggested Modification** We request clarification on eligibility and evaluation of projects executed in countries other than India and OECD countries.	Tender conditions shall prevail
341.	Sch A Masterplan	Map 1	During the site visit, we observed some structures within the project boundary (temple, local farmer center). The Authority is requested to clarify that all existing structures within the project boundary would be shifted as part of the Authority's obligations	Please refer clauses 4.1.2 of the DCA
342.	11.2.1 Article 11	The Authority shall, subject to Applicable Laws, undertake shifting of Electrical utilities, existing water pipes and existing telephone cables to an appropriate location or alignment, within or outside the Site, if and only if such utility causes or shall cause a Material Adverse Effect on the development, operation and	During the site visit, a number of HT and LT lines were observed. While it is mentioned that utility shifting is in the Authority's scope, we request the Authority to confirm that these lines would shifted to the project periphery, and also share the detailed map demarcating where these lines would be shifted to, so that the bidders can keep the relevant setback in their masterplan	Please refer to Corrigendum III Item no. 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		maintenance of the Project. The cost of shifting or removing such utilities shall be borne by the Authority		
343.	DCA Annex II Master Plan	Table 1 : Design Capacity and Traffic Triggers for Phasing	We understand that the Bid documents specify phase-wise minimum capacity to be created. We submit for greater clarity, the methodology for calculation of the same will be useful. We request that the detailed methodology for the calculation of the capacity be provided for greater clarity	Bidders to conduct their own due diligence on traffic and capacity calculations
344.	Sch A Masterplan	Map 1 - Irrigation canal	In the concept master plan, the rail track and significant project assets are above the canal owned by the UP Irrigation Department. We request the Authority to provide additional details / clarity on the following: 1. What would be nature of access required to be provided to UP Irrigation Department officials for inspection and cleaning, as mentioned 2. During the site visit, we observed there is a road next to the canal (Palla road), which is currently quite busy - request the Authority to provide details/confirmation on that how that road access will be maintained/stopped when the project is executed	Right of way of canals has been shown in uploaded documents. Please refer Corrigendum III Item no. 29 and 20. Concessionaire to note that they shall not block the flow of water (partially or completely) in the canals. They should plan their development & operations, while incorporating the maintenance and cleaning of canals, in consultation with Authority. The cost of cleaning and maintenance of canal shall be the obligation of the Authority The road adjacent to canals will cease to be accessible for general public within project boundary and shall only be used by irrigation staff for the purposes of cleaning and maintenance of the canals in consultation with concessionaire.
345.	Sch A Masterplan	Map 1	We request that the Authority share some additional details that would help bidders in their evaluation: 1. CAD file of masterplan, with overlay on the geographical map 2. Detailed engineering reports & design documents for the rail infrastructure, including the levels of the railway line at different points	Please refer to Corrigendum III Item no. 29
346.	Sch A Masterplan	Map 1	We request the Authority to specifically clarify that entire land leveling work is in their scope, and to what level/height the entire project land will be levelled.	Please refer to Corrigendum III Item no. 19 and 22. Further, Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			During the site visit, there was indication that some parts of the project site which have significant variations/ depressions, which if required to be levelled by the Concessionaire, can add significant cost to any projected capex	
347.	Sch A Masterplan	Map 2	We request the Authority to clarify a few points related to the 75m ROW (Proposed MP road) cutting across the left side of the project: 1. What height this would be - at grade or elevated 2. What the Concessionaire would need to do / keep area demarcated, related to this proposed road	Refer to reply for query no. 321
348.	Sch A Masterplan	Map 1 - road access	We request the Authority to clarify a few points related to the road access to the project site: 1. Based on the site visit, we were told the project boundary is not directly connected to NH91, so we request that the Authority clarify how the road access will be provided 2. Given the capacity required for the Concessionaire to build, we request the Authority to reassess whether the currently planned road access is sufficient for the volume of trucks, and provide additional access so that this is not an issue for project operations. Ideally, we request that the Authority consider enabling the project to have a direct connection to GT road instead 3. We also request the Authority to share any traffic studies conducted to assess whether the designed road access & frontage for the project is sufficient for the estimated traffic volumes as per the capacity commitments 4. We request the Authority to clarify on the timelines for the widening of NH91, as this is currently not a 2+2 lane road, as per observations in the site visit NA We request that the Authority consider removing the exclusions within the DCA with respect to roads, parks and other common facilities and amenities, and FSI restrictions be subject to local regulations only	Please refer to Corrigendum III Item no. 29 Bidders need to do their own due diligence and tender conditions shall prevail
349.	Article 1: Definition of Gross Revenue	"Gross Revenue shall be computed based on the Fees charged to the Users and shall include any one-time or upfront revenue, and shall also include any imputed revenue calculated as per Clause 19.1 for and in respect of different Services as under: **Revenue from warehousing services-**	**Revenue from warehousing services-** Operation within the warehouse carried out by the 3PL partner or specialized warehousing company. Whether such revenue from these activities will be a part of the gross revenue definition. **Revenue from Transport services -** 1. Whether the income from road transportation, i.e. first mile and last mile will be a part of Gross revenue?	Refer to reply for query no. 27

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		Gross revenue shall include any revenue earned from (i) Fees earned directly from the User(s) by the Concessionaire or by an associated firm providing warehousing services; and (ii) Fees from sub-licensing, subcontracting, or other similar contractual arrangements, of Warehousing Zone facility, in full or in part to any third-party agency, if applicable." **Revenue from Transport services -** Gross revenue shall include any revenue earned from transportation services. **Revenue from value-added services -** Gross Revenue shall include any revenue earned from the Fees charged to the User(s) in providing value-added services.	2. Whether rail haulage/ transportation charges from Port to ICD and vice versa will form a part of gross revenue? **Revenue from value-added services -** CAM charges/ power generation and distribution charges – whether should be a part of value-added services	
350.	1.5.1 Concept adopted in the Planning of the MMLH (Techno-Feasibility report)	As per the said clause, processing is allowed within the warehouse function, however there is no such mention in the draft concession agreement.	Whether processing/ manufacturing is allowed within the MMLP?	Tender conditions shall prevail
351.	Article 1 Definition: Total Project Cost	"Total Project Cost" means the capital cost incurred on construction and financing of the Project, and shall be limited to..... Total across all phases a sum of Rs 5,881Crores (Rupee Five Thousand Eight Hundred and Eighty One Crores Only) Phase I - Rs 2,374 crore (within 2 years from appointed date) Phase II - Rs 1,412 crore (within 10 years from appointed date) Phase Ill - Rs 2,095 crore (within 15 years from	Whether a lower actual capital expenditure is permitted if all the capacity requirements are met, i.e. Reduction in total project cost of Rs 5,881by cost optimization. Draft concession agreement is silent w.r.t lower spent on the capex.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		appointed date)		
352.	Annexure IV - Schedule A (with reference to Clause 23) Restrictions on Commercial Zone and Consumption led Warehousing Development	Commercial Zone Development includes - Office space, Govt. offices, Logistics operator office, Conference area, Food court, Car Park and public utilities, and following are not permitted - a) Shopping complex b) Mall Entertainment zone	Draft concession agreement is silent w.r.t residential development.	Tender conditions shall prevail
353.	Article 6, 6.1.2 (p) Railway connectivity	Provide rail connectivity to the MMLH location in line with clause 6.3. Rail connectivity to include approach track along with rail over bridge connecting to Western DFC yard, railway tracks and related infrastructure- Railway lines, loading unloading yards, train examination yards, platform, OHE, Signaling & Telecommunication etc.	1. Whether the haulage charges from New Dadri to MMLP will accrue to the concessionaire or to the Authority / DFC? 2. Can the locomotives be deployed by the concessionaire?	1. Bidders to do their own due diligence 2. All operations related expenses including haulage charges are to be met by the Concessionaire
354.	Article 23.6, Article 12.1 Sub - licensing and commencement of construction	The Concessionaire may sub-license any part of the Commercial Development and Consumption-Led Warehousing components. Such sub-licensing is allowed only with the prior written approval of the Authority. All arrangements, structures, or methods of sub-licensing (in any form) require explicit approval, unless otherwise permitted elsewhere in the Agreement.	Sub - licensing is only allowed for warehousing and commercial development. Kindly confirm is sub - licensing is allowed for the ICD and break bulk development.	Tender conditions shall prevail

<table>
<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td></td><td></td><td>Concessionaire is entitled to collect monthly rent/fees/revenue share from sub-licensees.</td><td></td><td></td></tr>
<tr><td>355.</td><td>RFQ - 2.2.2 (b) Financial Capacity</td><td>Financial Capacity: The Bidder shall have a minimum Net Worth (the "Financial Capacity") of INR 900 Crore (Rupees Nine Hundred Crore) at the close of the preceding financial year

Each Consortium member must have min. Rs. 441 Cr. (7.5% of project cost ~Rs. 5,881Cr.)</td><td>If the lead member is able to fulfil the criteria for financial capacity, the criteria should be waived off for other consortium members</td><td>Tender conditions shall prevail</td></tr>
<tr><td>356.</td><td>General</td><td>-</td><td>There is no Master concession agreement with respect to development of the MMLP. Hence, before / during the execution of the agreement, is there any flexibility to make changes to the draft concession agreement.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>357.</td><td>General</td><td>-</td><td>Infrastructure projects have a long gestation period. Considering a project execution time of 2 years and business ramp-up time of 3 years, we believe, Authority to permit a moratorium on payments to the Authority for first 36 months post-COD.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>358.</td><td>Capacity of MMLH</td><td>Category wise Capacity as per Annex II / Schedule A
<table>
<tr><th>Phase</th><th>Container (Mn TEUs)</th><th>Non-Container (MTPA)</th><th>Warehousing (Mn. Sq.ft)</th><th>Cold Storage (Mn. Sq.ft)</th></tr>
<tr><td>Phase I</td><td>0.74</td><td>6.7</td><td>3.0</td><td>0.3</td></tr>
<tr><td>Phase II</td><td>1.12</td><td>7.2</td><td>4.0</td><td>0.4</td></tr>
<tr><td>Phase III</td><td>1.44</td><td>7.8</td><td>5.5</td><td>0.5</td></tr>
</table></td><td><u>NCR Market: 17 ICDs – 1.3 Mn TEUs in last 35 years.</u>

Containerised rail movement in NCR began around 1990 and privatisation of Container Train operation in 2007. 17 ICDs have been developed organically across the region over last 3 decades. Yet, Despite Industry expansion and Infrastructure addition, the entire NCR handles only ~1.3 million TEUs per annum (2024-25) with an estimated capacity utilisation level of appx. 50%.
<u>NCR volume is highly fragmented and capacity concentration at single location may not change any market dynamics.</u> Actual volume handled by these 17 ICDs are as follows:
<table>
<tr><th>Sl no.</th><th>ICD</th><th>FY25 Volume (TEUs)</th></tr>
<tr><td>1</td><td>ICD Khatuwas</td><td>45,000</td></tr>
<tr><td>2</td><td>ICD Pali</td><td>12,000</td></tr>
<tr><td>3</td><td>ICD Bawal</td><td>-</td></tr>
<tr><td>4</td><td>ICD Garhi</td><td>168,048</td></tr>
</table></td><td>Tender conditions shall prevail</td></tr>
</table>

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority

5	ICD Patli	90,574
6	ICD Dadri	2,96,765
7	ICD Loni	2,000
8	ICD Modinagar	34,640
9	ICD Barhi	1,500
10	ICD Sonepat	205,106
11	ICD Jattipur	95,604
12	ICD Dhirpur	200
13	ICD Palwal	68,560
14	ICD Pyala	32,970
15	ICD ACTL	46,565
16	ICD TKD	170,825
17	ICD PPG	20,000
	Total	**12,60,357**

Growth in last 10 years is 2.G%.

FY	ICD Volume in TEUs
FY15 – 16	9,66,366
FY25 – 26	12,90,357
CAGR (10 years)	*2.S%*

Competing facility at Dadri (less than 5.0 kms away from proposed MMLP) is spread across ~256 acres and having capacity of 1 Mn TEU. Utilisation level is ~ 30% despite having shipping line backed CFS

Given this context, containerised capacity prescribed in the RFP across 3 phase is highly unrealistic and significantly above demand absorption levels. For example**, ICD Dadri, has taken 20+ years—plus Joint Ventures / Partnerships of five CFSs handling committed shipping line cargo—to reach ~0.30 million TEUs in FY25**. This performance reflects the actual demand potential and the achievable volume in the region under optimal market conditions. ICD Dadri and JVCFS volume for FY25 are as follows:

CFS	FY25
Startrack CFS	57,601
Albatross CFS	82,512
CMA-CGM CFS	70,090

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			<table><tr><td>Allcargo CFS</td><td>58,662</td></tr><tr><td>Concor Dadri</td><td>27,900</td></tr><tr><td>Total</td><td>2G6,765</td></tr></table> **South NCR (Gurugram–Manesar–Bawal–Bhiwadi–Neemrana) despite being one of the most industrialised clusters with proximity to Airports and large warehousing zones has handled only ~0.27 Mn TEUs in FY 25.** Assumption that Dadri cluster that is having relatively lesser concentration of Industries will **require capacity of 10 times (existing ICD, Dadri ~ 1Mn TEU + MMLH Dadri 1.4 Mn TEU + Upcoming GNIDA MMLP ~ 0.6 Mn TEU)** of the South NCR is highly unrealistic. **WDFC may not be a game changer** Approx. 70% of WDFC is already operational. No significant volume shift from road to rail has occurred till now. On the contrary, the Delhi–Mumbai Expressway is nearing full completion and is already making road transport faster, cheaper, and more reliable for cargo flows. Therefore, assumptions of substantial modal shift to rail as the basis for high Phase-1 capacity is not logical and backed by justifications. **Non container volume concentration** The RFP's prescribed Phase-1 capacity of 6.7 Million MT per annum for bulk, break-bulk cargo including cement C steel is therefore misaligned with the economic geography of NCR, where dedicated clusters and long-established facilities already meet sectoral requirements. Similarly, requiring 3.3 million sq.ft of warehousing C cold chain in Phase-1 would result in multiplying the existing Grade A warehousing stock in the vicinity—far beyond the demonstrated absorption rate of the region. The market is telling us something loud and clear — the envisaged capacity is highly unrealistic and not in line with existing market trends. We think even Banks/Financial Institutions/Investors may not fund this capacity development that is not backed by market justification. **We submit that the envisaged Phase-1 capacity thresholds are unrealistic for the NCR market and should be rationalised to reflect actual market**	

<table>
<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td></td><td></td><td></td><td>behaviour and infrastructure constraints.</td><td></td></tr>
<tr><td>359.</td><td>IR (Indian Railway /DFCCIL Capacity</td><td>Capacity assessment of New Dadri WDFC station to handle ~ 3 Mn TEU Container C ~ 10 Mn MTs of Cargo.</td><td>As discussed in the previous paras, the containerised and non-containerised rail handling capacity in the Dadri Region will be approx. 3 million TEU (existing ICD, Dadri ~ 1Mn TEU + MMLH Dadri 1.4 Mn TEU + Upcoming GNIDA MMLP ~ 0.6 Mn TEU) and 10 million metric tons.

The capacity stated in the RFP documents will requires appx. daily movement of following number of rakes:
<table><tr><th></th><th>Phase I</th><th>Phase II</th><th>Phase III</th></tr><tr><td>Container - Mn TEU</td><td>0.74</td><td>1.12</td><td>1.44</td></tr><tr><td>Non – Container - MMTs</td><td>6.7</td><td>7.3</td><td>7.9</td></tr><tr><td>Estimated/Rakes to be handled per day</td><td>26</td><td>37</td><td>46</td></tr></table>
In addition to the above, we also expect that similar level of rake movement will be required for competing facilities (ICD Dadri of CONCOR and upcoming GNIDA MMLP)

Total requirement at New Dadri WDFC station will be estimated to be upwards of 120 rakes/day. This would require corresponding commitments from Indian Railways / DFCCIL dedicated holding lines, availability of TXR points, locomotives, and trained crew so that full capacity of the MMLP can be effectively utilised.

We request Authority to get the details of the existing and proposed infrastructure and assured commitment from IR/DFCCIL and share that with the prospective bidders.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>360.</td><td>Truck movement, Road network and parking space requirement</td><td>Truck movement, Road network and parking space requirement Area allocation for Parking Area allocation for Parking etc. is grossly inadequate corresponding to the capacity of MMLP</td><td>Broad estimation of vehicular movement on daily basis is as follows:
<table><tr><td></td><td>Phase I</td><td>Phase II</td><td>Phase III</td></tr><tr><td>Container - Mn TEU</td><td>0.74</td><td>1.12</td><td>1.44</td></tr><tr><td>Non – Container - MMTs</td><td>6.7</td><td>7.3</td><td>7.9</td></tr><tr><td>WH – Mn Sqft.</td><td>3.0</td><td>4.0</td><td>5.5</td></tr></table></td><td>Bidders to conduct their own due diligence</td></tr>
</table>

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<tr><td></td><td></td><td></td><td>
<table>
<tr><td>Estimated daily movement Tractor Trailers</td><td>2,600</td><td>4,000</td><td>5,100</td></tr>
<tr><td>Dumper/Trucks (> 45 MT GCW)</td><td>950</td><td>1,000</td><td>1,100</td></tr>
<tr><td>Goods vehicle (below 32 MT GCW)</td><td>1,400</td><td>1,800</td><td>2,500</td></tr>
<tr><td>Cars/other vehicles</td><td>500</td><td>700</td><td>1000</td></tr>
<tr><td>Total</td><td>5,450</td><td>7,500</td><td>9,700</td></tr>
</table>
Parking space allocated in the master plan (17 acres) is grossly inadequate to handle this traffic. We request Authority to provide additional parking space of ~ 80 acres outside the proposed site of the MMLP. This will ensure planned capacity for container, non-container and warehousing etc. remains intact. Development of parking space inside the proposed area will lead to reduction in the available revenue generating capacity, thereby requiring reduction in the fixed capital outgo, fixed fee and GMR etc.
</td><td></td></tr>
<tr><td>361.</td><td>Capacity of MMLH – Phase 2 C 3</td><td>Category wise Capacity as per Annex II / Schedule A
<table>
<tr><th>Phase</th><th>Container (Mn TEUs)</th><th>Non-Container (MTPA)</th><th>Warehousing (Mn. Sq.ft)</th><th>Cold Storage (Mn. Sq.ft)</th></tr>
<tr><td>Phase I</td><td>0.74</td><td>6.7</td><td>3.0</td><td>0.3</td></tr>
<tr><td>Phase II</td><td>1.12</td><td>7.2</td><td>4.0</td><td>0.4</td></tr>
<tr><td>Phase III</td><td>1.44</td><td>7.8</td><td>5.5</td><td>0.5</td></tr>
</table>
</td><td>In line with the above point, where the NCR containerised market has matured over 35 years and handles only ~1.3 million TEUs today across 17 ICDs, growing at just 2–3% annually, prescribing Phase-2 and Phase-3 capacities that would require the Dadri MMLH alone to scale towards 1.4 million TEUs— exceeding the entire NCR market—is operationally implausible and unsupported by historical demand or infrastructure capacity. Similar concerns apply to bulk, break-bulk and warehousing expansions, which far exceed the region’s demonstrated absorption potential.

Mandating large Phase-2/3 capex without proven utilisation will make the project commercially unviable and unbankable, as lenders will not finance speculative capacity expansion. Moreover, the scale of rail paths, locomotives, road capacity and regulatory support required for such volumes lies outside the Concessionaire’s control.

Accordingly, we request the Authority to:
a) Prescribe aggregate capacity in million MT per annum</td><td>Tender conditions shall prevail</td></tr>
</table>

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<tr><th>S. No.</th><th>Section/Page Clause no.</th><th>Clause Description</th><th>Query/Clarification requested</th><th>Reply from the Authority</th></tr>
<tr><td></td><td></td><td></td><td>with a standard
conversion methodology (e.g., 1 TEU → 12 MT, warehouse 1 sqm → 0.8 MT, cold-store 1 pallet → 1 MT), allowing developers to design the most efficient capacity mix while fully meeting throughput obligations. b) Keep phasing triggers only at 80% of capacity utilization of earlier phase i.e. phase I & II without limiting the with time limit of 10 years /15 years.</td><td></td></tr>
<tr><td>362.</td><td>Fixed fee (Art 25, 25.2)</td><td>5.2) Basis of License fee is not comparable with the Comparable Govt. Benchmarks (Gati Shakti Policy of the Indian Railway).</td><td>Gati Shakti Policy is a forward-looking policy of Government of India. Under this policy, logistics terminals developed on government land are typically licensed for 35 years at 1.5% of the industrial land value per annum—a model explicitly designed to promote private investment in logistics infrastructure. a) Based on our estimate and applicable revenue rates, the annual license fee for land area of 768.62 acres, should be appx. Rs 30 crores per annum. b) The existing Rs 90 crores is 3 times higher than the license fee as under the Gati Shakti Policy c) We request the Authority to re-consider the amount of fixed fee to be paid under the concession. Gati Shakti Policy is a forward-looking policy of Government of India. Under this policy, logistics terminals developed on government land are typically licensed for 35 years at 1.5% of the industrial land value per annum—a model explicitly designed to promote private investment in logistics infrastructure. a) Based on our estimate and applicable revenue rates, the annual license fee for land area of 768.62 acres, should be appx. Rs 30 crores per annum. b) The existing Rs 90 crores is 3 times higher than the license fee as under the Gati Shakti Policy c) We request the Authority to re-consider the amount of fixed fee to be paid under the concession.</td><td>Tender conditions shall prevail</td></tr>
<tr><td>363.</td><td>Consideration / Fees (Art 25)</td><td>License fee, Concession fee, Revenue Share / MGRs</td><td>The Concession already incorporates a Minimum Guaranteed Revenue (MGR) with XNPV-based checkpoints every three years—the similar revenue-protection framework used in India’s major Port PPPs and in NHLML’s MMLP PPP concessions. This mechanism fully safeguards the Authority’s revenue without requiring any other / fixed payment.
Project Viability under question even at 100% utilisation levels:
<table><tr><th>Particulars</th><th>Phase I Rs crore</th></tr><tr><td>Container Income (Rs 5000 / TEU) @ 0.74 MM containers</td><td>370</td></tr></table></td><td>Tender conditions shall prevail</td></tr>
</table>

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<tr><td></td><td></td><td></td><td>
<table>
<tr><td>Non – Container (Rs 120 per MT @ 0.6 MMT)</td><td>80</td></tr>
<tr><td>Warehousing income (Rs 300 per sq.ft. @3.0 Mn Sqft)</td><td>90</td></tr>
<tr><td>Revenue</td><td>540</td></tr>
<tr><td>Opex</td><td>(162.0)</td></tr>
<tr><td>Fixed fee</td><td>(90.0)</td></tr>
<tr><td>Variable fee (MGR)</td><td>Nil</td></tr>
<tr><td>Debt payment</td><td>(455.7)</td></tr>
<tr><td>Negative cash flow</td><td>(167)</td></tr>
</table>
Considering the above , we request Authority to consider
1) Removal of fixed fee.
2) Mandating Phase II & III expansion linked only with capacity expansion.
3) Allow sub concession to derisking the project and generate additional volume.
4) Allow light manufacturing within the warehousing zone
5) Viability gap funding.
</td><td></td></tr>
<tr><td>364.</td><td>Financial Qualification RFQ - 2.2.2 (b)</td><td>The current requirement specifies:
• Minimum Net Worth of INR 900 Crore at the close of the preceding financial year for the consortium.
Each consortium member must additionally meet a minimum Net Worth of INR 441 Crore (7.5% of the ₹5,881 Cr project cost).</td><td>This requirement is disproportionately restrictive and misaligned with industry standards and PPP precedents.
1. There are very few companies in India with deep expertise across all these domains (Container, Bulk & Break-Bulk, Warehousing and Commercial). Even large players focus primarily on one or two verticals, not all four.

2. Naturally, a project of this complexity requires a consortium of multiple domain specialists, not a single balance-sheet-heavy entity. However, mandating that each consortium member individually show a Net Worth of ₹441 Cr eliminates many strategic / domain specialists from participating
in the project.

3. Example: ICD Dadri’s limited success is based on 5 (five) JV Partners - ICD Dadri (256 acres, ~20+ years of ramp-up) only achieved ~0.30 Mn TEUs after five CFS/terminal operators joined as partners:
4.
<table>
<tr><td>CFS Partner</td><td>FY25 Volume</td></tr>
<tr><td>Startrack</td><td>57,601 TEUs</td></tr>
<tr><td>Albatross</td><td>82,512 TEUs</td></tr>
<tr><td>CMA-CGM</td><td>70,090 TEUs</td></tr>
</table>
</td><td>Tender conditions shall prevail</td></tr>
</table>

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			<table><tr><td>Allcargo</td><td>58,662 TEUs</td></tr><tr><td>Concor</td><td>27,900 TEUs</td></tr><tr><td>Total</td><td>296,765 TEUs</td></tr></table> No single operator could have achieved this scale alone. The success of Dadri came because multiple partners could participate, irrespective of their individual net worths. **The current RFP rule directly contradicts how multimodal ecosystems realistically function in India.** 5. Global & Indian PPP Precedents Do NOT Require Each Member to Meet High Net Worth, across PPPs in: • Major Ports (JNPT, Kandla, Vizag, etc.) • Logistics Parks (NHLML MMLP PPPs – Bengaluru, Chennai, Indore, Pune, Nagpur) 6. The Current Criteria Risk Reducing Competition & Affecting Project Quality. If retained, the rule will: • discourage serious multi-specialty consortiums, • reduce bidder participation and competitive tension, • exclude high-quality technical partners, • negatively impact innovation, mechanisation and efficiency, and • limit MMLH Dadri to only a handful of large balance sheet companies—none of which individually possess expertise across all required verticals. **This ultimately reduces Authority's long-term revenue potential and the operational competence of the MMLH.** We request the Authority to modify the financial qualification criteria as follows: 1. Consortium to be evaluated on Weighted Average requirement of Net Worth thresholds or Only on Lead Member's credentials. 2. Remove the requirement that each consortium member must individually meet ₹441 Cr Net Worth. Allow other consortium members to qualify based on technical capability and domain expertise	
365.	Gross Revenue (Article 1)	All the pre-tax revenues earned from the user for and in respect of Project Facilities and Services provided during the relevant period of computation	Model Concession Agreement (MCA) 2018 for PPP in Major Ports was an established and successful model. Despite the success of PPP framework in Major Ports, the	Refer to reply for query no. 27

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definition/interpretation of Gross Revenue has created the greatest number of litigations/disputes.

Consequently MCA 2021 has moved from Revenue Share (on Gross Revenue Model) to Royalty per TEU/MTs basis.

We request authority to consider a simplified approach similar to the MCA 2021 for Major Ports, as below:
<table>
<tr><th>Category</th><th>Basis of Royalty</th><th>Minimum Guaranteed Volume</th></tr>
<tr><td>Container</td><td>Royalty Per TEU</td><td>MGT should be 70% of the capacity</td></tr>
<tr><td>Non-Container</td><td>Royalty Per MT</td><td>MGT should be 70% of the capacity</td></tr>
<tr><td>Warehouse</td><td>Royalty per sq ft</td><td>MGT should be 70% of the capacity</td></tr>
<tr><td>Cold Store</td><td>Royalty per Pallet</td><td>MGT should be 70% of the capacity</td></tr>
</table>
NPV of weighted average royalty per unit (TEU/MT/Sq ft) over the Concession period should be the bid selection criteria.

Despite the above suggestion, If the Authority wishes to continue with the Gross Revenue, we request Authority to exclude the followings from the definition:

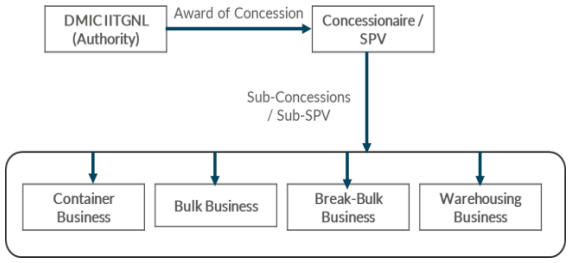
a) Upfront Revenue and should be replaced with apportioned revenue of the Upfront fee/Received over the period of services.
b) Income from interest on investments such as security deposits, advances, premiums received etc.

Following income/revenue should be specifically excluded:

a) Value- added services within the warehouse such as Packaging, Labelling, palletisation etc., being these services provided by the 3pl/4pl operators.
b) Common Area Maintenance (CAM), being mostly on cost recovery
basis.
c) Transportation and other services provided by 3rd party vendors
</td><td></td></tr>
</table>

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			The proposed definition of gross revenue may always be a point of contention between the Authority and Concessionaire. This may lead to frequent disputes/disruptions between Concessionaire and Authority, impacting the operation of the MMLP. Hence, we request Authority should include a clause stating that Gross Revenue derived from the Project assets/facilities and certified by the Statutory Auditors as per IGAAP (Indian Generally Accepted Accounting Principles) shall be the basis for calculation of GMR (Gross Minimum Revenue).	
366.	General	Processing / light manufacturing	In view of the Government of India's strong push on MSME empowerment, Make-in-India, and value-addition inside logistics nodes under PM Gati Shakti and the National Logistics Policy (NLP), it is essential that processing / light manufacturing be expressly permitted within the Consumption led Warehousing Zone of the MMLH. We believe this will ensure: a) Support GOI's initiatives like Make – in -India, $ 1 Bn Export target, MSME encouragement etc. b) Generate captive cargo for the MMLP and will enhance the project We request the Authority to consider: 1. Light processing, assembly, kitting, etc. activities be permitted within the Consumption Led Warehousing Zones and be treated as permitted ancillary activities, not requiring separate approvals. 2. Applicable area limits in the DCA (Schedule B) be revised to allow flexible allocation based on demand for warehousing + light manufacturing ecosystems.	Tender conditions shall prevail
367.	DCA (Art 1) RFP (Clause 2.2.9)	The definition of "Change in Ownership" in Article 1states: "..a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {selected bidder/ Consortium Members}, together with {its/their} Associates, in the total Equity to decline below 51% (fifty one per cent) thereof during Construction Period of phase-1 and 2 (two) years thereafter; provided that any material variation (as	1. Request Authority to clarify on the definition of "Change of Ownership". 2. Request Authority to exclude from the definition any change in ownership arising out of any order of Court, NCLT, any other agency or change in ownership due to substitution by the lender.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or Bid, as the case may be,) in the proportion of the equity holding of{the selected bidder/ any Consortium Member} to the total Equity, if it occurs prior to completion of a period of 2 (two) years after COD, shall constitute Change in Ownership",		
368.	DCA (Art 1)	Definition of "Associate"	The definition of "Associate" requires 50% or more ownership/control, which is materially narrower than the definition under the Companies Act, 2013 and the Model Concession Agreement for PPPs in Major Ports, both of which recognise "significant influence" (20% or more) rather than majority control. This may inadvertently disqualify genuine group entities. We request that the definition of "Associate" be aligned with the Companies Act, 2013 and the PPP MCA for Major Ports by adopting the "significant influence" threshold (20% or more voting power or participation in business decisions), so that eligible group entities are not unintentionally excluded.	Tender conditions shall prevail
369.	DCA (Art 1)	Definition of "Associate"	The term "Common Control" has been used in this clause. However, "Common Control" is not defined or explained in the DCA. This may please be defined and clarified in Article 1.	Tender condition shall prevail
370.	General	Create Sub-concessions / step-down SPVs for individual project segments	Given the scale and complexity of the proposed MMLH Dadri—spread across multiple logistics verticals: • Each vertical (containers, bulk, break-bulk, warehousing, commercial development) requires different technical capabilities, different operational and marketing competencies, compliance structures, industry partnerships and capital outlay. • Each vertical requires different set of Investors / Lenders base because of very different risk-return profiles. • Many national and global logistics players participate only through vertical-specific JV arrangements (Example: CONCOR – Dadri) We request Authority to consider: 1. Allow the Concessionaire to create sub-concessions / step-down SPVs for individual project segments. However, Concessionaire shall continue to remain fully	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			responsible and liable to the Authority for compliance with all obligations under the Concession Agreement. 2. A proposed structure is as below:  3. Sub Concessions/Step down SPVs should be allowed to : 1. Form with /without equity participation. Incur capital expenditure for the SPV/sub concession and said capital expenditure should be consider as project cost. 2. allowed to raise debt at the sub concession /SPV level 3. Article 12.12 of the DCA to be modified to include that in the event of substitution under Article 33 or termination under Article 34, all rights, privileges, licences, approvals and operating entitlements granted under such sub-concessions to such subsidiaries / step-down SPVs for performance of their respective verticals shall: o automatically continue and remain valid; and o stand novated, assigned or transferred (as applicable) to the Substituted Entity / New Concessionaire We believe this will allow the Concessionaire to manage the Concession effectively by sharing the capital expenditure, equity and debt risk and maximising the revenue potential. In the suggested arrangement/structure, Authority should evaluate the **combined performance/evaluation by the Concessionaire and Sub Concessionaire** of the following: a) Project capex b) Funding and debt due	

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			c) Gross Revenue d) KPIs e) Any other clauses relating to the performance of the Concessionaire.	
371.	6.3 of DCA	Obligations related to refinancing	We request that Article 6.3 be expanded to expressly permit refinancing, down-sell, assignment, transfer and substitution of lenders, as is standard in large PPP financings, and to include a deemed approval mechanism if the Authority does not respond within 30 days. The choice of refinancing instrument should be left with the Concessionaire with a condition that it'll not increase the Obligations of the Authority.	Tender conditions shall prevail
372.	Article 1 Definitio n: Total Project Cost Schedule - G Project Completion Schedule	"Total Project Cost" means the capital cost incurred on construction and financing of the Project and shall be limited to….. Total across all phases a sum of Rs 5,881 Crores (Rupee Five Thousand Eight Hundred and Eighty One Crores Only) Pre – COD milestones (Project milestones I to IV)	The "Total Project Cost" prescribed in the RFP/DCA is fundamentally inconsistent with industry realities for a multimodal asset of this scale and complexity. The Authority-defined cost of **₹5,881 Cr (with Phase-1 at ₹2,374 Cr) appears significantly understated** when evaluated against market benchmarks for ICD development, mechanised terminals & yards, Grade-A warehousing, cold chain, utilities, and project-wide infrastructure. 1. A 768-acre Greenfield multimodal logistics hub of this scale will attract **vastly different capex numbers** depending on each Concessionaire's operational model & service offerings, level of mechanisation, procurement strategy, technology deployed, phasing strategy linked to real market absorption. o Hence, **two bidders using different handling systems, yard layouts, rail strategies, and warehouse specifications could easily differ by 30–40% in capex**. **2.** Our technical evaluation indicates that Phase-1 capex alone would be ~₹2,700–2,800 Cr, even under a conservative scope. 3. We believe, for a PPP of this scale, **bidders must be allowed to determine their own capex outlay, subject to meeting capacity obligations, KPIs, and Master Plan** 4. Additionally, Schedule G currently requires achieving milestones based on **% of capex spent** (20%, 40%, 70%, 100% etc.). This is technically flawed because: • capex quantum varies across bidders, spending pattern	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			varies, • early procurement of long-lead items may distort % expenditure, bank lenders evaluate progress based on physical milestones, not % cost spent **We suggest that Authority to replace capex-percentage triggers with: Mutually agreed, construction-linked physical milestones** .	
373.	Sub-leasing of Commercial Zone & Consumption led Warehousing (Art 23.6 / 12.11)	Sub-license allowed with approvals; escrow for deposits	The current provisions allow sub-license of commercial zone and Consumption led Warehousing only. We believe it restrict the Concessionaire from sub-leasing of logistics parks (Container and non-container facilities), Built to Suit Warehousing etc. In order to enhance the project viability, we request Authority to: • Allow the Concessionaire to sub-lease, license, assign or enter BTS lease agreements for Commercial Zone, Warehousing Zone, Rail-linked bulk terminals, and container yards. **Allow deposits to be deposited in the Concessionaire's project account or deposited in the Escrow Account but with a right to utilise deposits for project expenditure, subject to lender-defined waterfall priority and consent.**	Tender conditions shall prevail
374.	General	Moratorium	Infrastructure projects of this scale typically have a long gestation cycle before achieving stable revenue generation. Phase-1 development period of up to 24 months will be followed by a business ramp-up period of 36+ months for volumes to stabilise across container, bulk, break-bulk and warehousing. In view of this practical consideration and in alignment with MMLP PPP Concession norms, **we request the Authority to allow a 36-month moratorium on all payments to the Authority post-COD (including License Fee and Revenue Share / MGR payments).**	Tender conditions shall prevail
375.	General	Customs approval / ICD permission	Given that NCR already hosts multiple ICDs and is categorised as a Red Zone under CBIC Circular 50/2020, securing fresh ICD approval from the Inter-Ministerial Committee (IMC) and CBIC may face material constraints. • **We request that obtaining ICD approval/notification be included within the Authority's scope and treated as a Condition Precedent.**	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
376.	General	State / Central incentives (RFP Info Memo)	Given the strategic importance of MMLH Dadri and its alignment with national logistics priorities, we request formal confirmation of the central and state incentives applicable to the Project, including eligibility under PM Gati Shakti, National Logistics Policy (NLP), state industrial promotion schemes, GST/Stamp duty/Power duty exemptions, capital subsidies, and potential SEZ/FTWZ status. We request the Authority to: • Confirm all applicable central/state incentives for MMLH Dadri, • Provide a formal incentive applicability note, Support the concessionaire in securing these incentives through required approvals and endorsements	Tender conditions shall prevail. Bidders to conduct their own due diligence
377.	Master Plan (Art 12.3 / Schedule A)	Master Plan prescriptive and limits Value Added Services	Given the dynamic nature of Container logistics, warehousing, bulk handling and commercial demand—operational flexibility to adjust the Master Plan over the concession period is a necessity. Rigid pre-defined capacities may lead to sub-optimal land utilisation, reduced market responsiveness and weakened project viability. We Request the Authority to: • Permit amendments to the Master Plan based on market conditions, subject to Independent Engineer certification; Allow the Concessionaire to submit revisions annually or every 5 years	Tender condition shall prevail
378.	Estimated Project Cost (RFP)	₹5,881 Cr	Given the scale and technical complexity of MMLH Dadri, granular, line-item capex information is required to evaluate project risks and assess viability. We therefore request a detailed capex breakup covering land development, civil works, rail spur and siding, signalling/OHE, mechanisation, utilities, IT systems, warehouses, cold storage, and contingencies, along with the basis of estimates and assumptions used by the Authority/IE. We request the Authority to share: • Detailed capex schedule in Excel, Underlying estimation methodology and assumptions	Refer to reply for query no. 5
379.	Authority obligations – roads & rail (Art 6.1.2(p), 6.4)	Authority to provide 4-lane road & rail siding	Given the criticality of rail and road connectivity to the operational readiness of MMLH Dadri, we request clarity on the number of internal handling lines, detailed rail alignment and road access layouts, boundary coordinates, and the delivery schedule for all external rail and road works. We request the Authority to share: CAD drawings of rail spur,	Refer to reply for query no. 8

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			internal handling lines and road connectivity; • Right-of-way status; EPC contract/scope for the rail spur (copy) including timelines and delay penalties; and	
380.	Existing site roads & external traffic (Art 10.2.3)	Concessionaire must keep existing roads open	We request clarity on whether existing roads within the Site are exclusively for MMLP operational users and not intended for public through-traffic. Opening internal logistics roads to general public traffic would compromise safety, increase congestion, and affect operational efficiency. We request the Authority to • Clearly demarcate internal MMLP-only roads vs. any roads intended for external/public use, • Confirm that the Concessionaire will not be obligated to allow public through-traffic inside the logistics zone, and Undertake and complete all required diversions/realignments before the Appointed Date.	Tender conditions shall prevail
381.	Right of Way / land handover (Art 10.3.2 / 10.3.4)	Appendix may exclude up to 5% area; RoW to be granted within 180 days	Construction sequencing is fully dependent on receiving 100% vacant and unencumbered land. Any partial handover under Art. 10.3.2 / 10.3.4 creates immediate delays in design finalisation, EPC contracting, lender diligence and mobilisation. We therefore request that the entire land parcel be handed over by the Appointed Date (or within a maximum of 120 days) along with full clarity on boundaries and legal status. We Request the Authority to: • Hand over 100% vacant, encumbrance-free land (especially Phase-I) by the Appointed Date (or 120 days max), • Share AutoCAD master plans clearly marking Appendix lands, Provide title and encumbrance certificates, statutory notifications and mutation records.	Tender conditions shall prevail. Further, please refer to Corrigendum III Item no. 29
382.	Site risk / pre-handover condition (Art 10.4)	Concessionaire bears risks of site inadequacy	Concessionaire should bear site risks only after physical handover. We therefore request that the Authority complete all required remediation—including removal/diversion of HT/LT lines, borewells, internal village roads, and drainage utilities such as the Palla Chithera nallah and Dadri minor nallah—before the Appointed Date. We Request the Authority to: • Remove/relocate all utilities, obstructions, HT/LT lines, borewells, nallahs, internal roads and encumbrances at its cost prior to handover,	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			Provide a site readiness certificate confirming completion of these works	
383.	Tree felling permits (Art 11.4)	Authority assists only if trees cause material adverse effect	Given the statutory complexity and long lead time associated with tree-felling and forest clearances, these approvals must remain the Authority's responsibility. Any delay in obtaining such permits directly impacts construction sequencing, safety, and critical-path timelines, and therefore cannot be passed to the Concessionaire. We Request the Authority to: • Obtain all tree-felling / forest permits as a Condition Precedent, • Provide written confirmation of timelines for issuance, and • Treat any delay as an Authority default, entitling the Concessionaire to Damages and automatic time extension. This is essential for construction planning, EPC mobilisation, and bankability.	Tender conditions shall prevail
384.	Concession Period (Art 3.1.1 / Definitions)	45 years (incl. 2 years construction)	Infrastructure projects entail significant investment and risk. Request Right of First Refusal (RoFR) or pre-emptive negotiating right to acquire/renew at expiry to protect investment and enable lenders. **Request the Authority to add RoFR / first-offer right at least 12 months before expiry on commercial terms to be negotiated. Or provide clear formula / mechanism for extension.**	Tender conditions shall prevail
385.	Bid submission timeline (RFP Clause 2.14)	Bid due 06.02.2026 (example)	We require minimum 12 weeks after issue of Authority clarifications to finalize technical, legal and financial studies. Request Authority to Extend bid due date by 12 weeks from publication of responses.	Refer to reply for query no. 1
386.	Advisors conflict (RFP 2.2.1(d))	Conflict of Interest	Given the specialised nature of multimodal logistics and PPP advisory, the pool of qualified consultants in India is limited. A blanket restriction under Clause 2.2.1(d) may unintentionally disqualify capable bidders. We request the Authority to: • Share the complete list of its legal, financial and technical advisors • Allow bidders to engage such advisors after a defined cooling period (e.g., 12 months post-COD) or upon receiving a written no-conflict waiver.	Please refer to query no. 20. Tender conditions shall prevail
387.	Substitution of	Authority may substitute itself with another public entity	Given the criticality of timely fulfilment of Conditions Precedent (CPs) for financial close, any substitution of the	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Authority (Art 3.4)		Authority under Article 3.2 must not disrupt obligations, timelines or creditworthiness. We request the Authority to Confirm that: • No substitution will occur during the CP fulfilment period, or If unavoidable, the substituted entity will assume all CP obligations, liabilities and timelines without delay.	
388.	Single window (Art 5.1.5(a))	Concessionaire to apply for Applicable Permits	Request that Authority provide single-window facilitation and appoint a nodal officer to secure permits and approvals so CP timelines are achievable.	Tender conditions shall prevail
389.	Draft Project Agreements review (Art 5.2.2)	Concessionaire to submit drafts for Authority review within 30 days	Article 5.2.2 mandates Authority review of all Project Agreements, which may significantly delay commercial close and financing. To avoid procedural bottlenecks while preserving Authority oversight, **we request that:** **Review be limited only to Financing Agreements and material Project Agreements, with a shorter, time-bound review period (15 days) and deemed approval if no response is received.**	Tender conditions shall prevail
390.	EPC Contractors and O&M Contractor approval (Art 5.2.5)	Authority prior approval required for selection/replacement	Article 5.2.5 requires prior Authority approval for EPC / O&M Contractor selection, which is impractical since many logistics developers operate facilities in-house or frequently rotate vendors based on operational needs. To avoid delays and maintain operational flexibility, **we request that:** • **Concessionaire be allowed to self-operate or appoint O&M contractors without prior approval, except where national-security–related restrictions apply.**	Tender conditions shall prevail
391.	Reporting frequency (Art 19.1.1 / Revenue Reporting)	Monthly fee statement within 7 days	Monthly reporting creates a significant compliance burden and provides no additional benefit because revenue share is calculated and paid quarterly. Quarterly reporting aligns with financial cycles, improves accuracy, and is consistent with industry practice. We request the Authority to Amend Art 28.5 to require quarterly revenue statements, with the Concessionaire maintaining monthly internal reconciliations available for Authority audit upon request.	Tender conditions shall prevail
392.	Termination payments (Art 31.9 / 34.3)	Termination payments	To ensure bankability, termination payment provisions must be symmetrical, predictable, and aligned with lender requirements. Current clauses create asymmetry and do not compensate pre-Milestone-I investments, which will materially affect financing and EPC contracting.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			Request Authority to provide: • 100% of Debt Due (less insurance) for Authority Default and Non-Political Events, consistent with PPP norms and lender expectations. • Compensation for all pre-development and pre-Milestone-I investments (including DPR, designs, mobilisation, land prep, permits, committed EPC costs). A clarified and expanded definition of "value of work done" to include physical progress and verified pre-development expenditure and committed contractual liabilities.	
393.	Environmental & R&R (Art 4.1.2 (b), Art 5.4)	Environmental & R&R	Request Authority to provide EC, EMP, SIA/R&R plan, forest clearance status and expected timelines.	Please refer to Corrigendum III Item no. 29
394.	Property Tax (Art 40.3)	Property tax	• Request Authority to pay property tax for entire site (including Commercial Zone) during Concession Period since Authority retains land ownership. Additionally, request Authority to confirm and provide historic property tax assessments and receipts.	Tender conditions shall prevail
395.	Water and Electricity (Cl. 5.21)	Authority shall provide external power connection to the Site no later than 18 months from Appointed Date but in any event not later than 6 (six) months prior to COD	As the Authority is obligated to provide an external power connection within the specified timelines, please clarify whether the Concessionaire will be entitled to any relief, extension of time, or compensation for additional costs in the event the Authority is unable to meet this timeline, and the Concessionaire is required to arrange temporary power.	Tender conditions shall prevail
396.	Misc. studies / drawings / geotech (Various)	Not shared	For accurate master planning, cost estimation and due diligence, full access to all engineering, survey and site investigations is required. We therefore request the Authority to provide: • AutoCAD master plan, zoning layout, boundary coordinates and RoW limits. • Geotechnical investigation reports, soil profiles, SBC data and seismic zone classification. • Topographical survey, contour maps, mapping (HT/LT lines, nallahs, pipelines, borewells). Confirmation of height restrictions, if any (Jewar Airport/airport funnel zones).	Please refer to Corrigendum III Item no. 29
397.	Second pre-bid & clarifications	Not specified	Request a second pre-bid meeting after issuance of responses to first set of Queries to allow bidders to refine queries and confirm assumptions.	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
398.	Site to be free from Encumbrances: DCA – Article 10.4	… Subject to the provisions of Clause 10.3, the Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances, encroachments and occupations…	During site visit, it was observed that portions of the Project Site appear to have existing encroachments, including residential hutments, temporary / permanent structures and at least one religious structure. The Authority is requested to clarify: • The current status and extent of encroachments on the Project Site, • Whether all encroachments have been identified, notified and included within the Authority's land acquisition and clearance scope, and • the timeline by which the Site shall be handed over free from all encumbrances, in accordance with Articles 6 and 10 of the DCA. • We request that removal of all encroachments (including rehabilitation, resettlement, and legal clearances) shall form part of the Authority's Conditions Precedent.	Please refer Clause 4.1.2 to ascertain the CP obligations of the Authority
399.	Construction of the Project: DCA – Article 12.6.1	…. The 730th (Seven Hundred and thirtieth) day from the Appointed Date shall be the scheduled date for completion of phase-1 of the Project (the "Scheduled Completion Date") and the Concessionaire agrees and undertakes that construction of the Project shall be completed on or before the Scheduled Completion Date…	The proposed MMLH Dadri is a large, multi-vertical infrastructure project involving containers, bulk/break-bulk, warehousing, rail infrastructure, internal roads, utilities and significant regulatory approvals. Given the scale of land development, rail integration, statutory approvals, and the prescribed Phase-I capacities, the currently stipulated Phase-I construction period of 24 months appears inadequate for due diligence, planning and orderly execution. A compressed construction timeline increases execution risk and cost overruns. The Authority is requested to: • Extend the Phase-I development period from 24 months to 48 months, and • Correspondingly extend the Concession Period from 45 years to 47 years, without altering the overall project obligations or performance standards.	Tender conditions shall prevail
400.	General	Technical drawings, including AutoCAD files of the master plan, Final rail yard layout and grading within the MMLH (internal), and external rail connectivity alignment from New Dadri Station	The RFP requires bidders to commit to significant Phase-I capacities and capital investments. However, finalisation of the Master Plan, capex estimates, construction sequencing, and financial models is critically dependent on detailed technical inputs, including: • AutoCAD drawings of the conceptual master plan, • Final rail yard layout and grading within the MMLH, • Detailed rail alignment drawings from New Dadri Station to the MMLH, including ROW boundaries and interfaces with Indian Railways / DFCCIL infrastructure. Without these technical drawings, bidders cannot accurately assess rail yard integration costs, yard capacity, or prepare bankable DPRs and financial	Please refer to Corrigendum III Item no. 1 and 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
			models. The Authority is requested to: • Share all available detailed technical drawings, including AutoCAD files of the master plan, Final rail yard layout and grading within the MMLH (internal), and external rail connectivity alignment from New Dadri Station; and • Allow a minimum of 16–20 weeks' time from the date of issuance of complete technical drawings and final responses to pre-bid queries for submission of bids, to enable robust technical and financial due diligence.	
401.	Shifting of obstructing utilities: DCA – Article 11.1 & 11.2	…the existing utilities of Palla Chithera nallah and Dadri minor nallah and overhead power lines shall be shifted by the Authority or concerned authority.	Existing nallah (Palla Chithera nallah), along with a peripheral road running alongside the canal, cuts the Project Site into two distinct parcels, materially impacting site contiguity, internal circulation, land-use planning, and operational efficiency. The Authority is requested to clarify: • Whether the diversion / realignment of the nallah / canal and the peripheral road is already planned and approved, • Whether the necessary statutory approvals for such diversion are in place, and • Timeline for completion of such diversion works.	Please refer to Corrigendum III Item no. 21
402.	Connectivity to rail and road network: DCA – Article 6.4 (b)	… a railway line/siding connecting the Project to the nearest railway line on the regional railway network/nearest railway station on the regional railway network. For the avoidance of doubt, the Parties agree that the construction and capacity augmentation of such railway line/railway siding shall be undertaken by the Authority itself or through related GOI agency and the cost thereof shall be borne solely by the Authority/related GOI agency.	Rail connectivity from New Dadri Station to the MMLH Site is a critical success factor for the Project. During site visit, it was observed that the proposed rail alignment passes through areas with residential hutments, temporary / permanent structures and dense habitations. The Authority is requested to clarify: • Current status of land acquisition / RoW securing for the proposed rail connectivity. • Whether encroachments along the proposed rail alignment have been fully identified and addressed, and • It is Requested that the clause 6.4 (b) must be modified to replace "..on the regional railway network/nearest railway station.." with "New Dadri Station on the Western Dedicated Freight Corridor"	Kindly refer to clause 6.4 of the DCA. Further, please refer to Corrigendum III Item no. 29
403.	1.1.1	Design Capacity and Traffic Triggers for Phasing	Authority is requested to share the market and traffic assessment report, if it has conducted for the project. We understand the current Dadri cluster utilisation stands at 50%. Hence a demand and supply mapping is required.	Refer to reply for query no. 18
404.	1.2.7 and Annexure 7	Bids are invited for the Project on the basis of the highest Minimum Guaranteed Revenue Share (in INR) (on XNPV basis adjusted on the Appointed Date) (the	We need to understand the below: 1. How will the MGRS be adjusted if there are variations in Qtly revenues. There may be factors beyond the control of Bidders, which should be excluded.	Tender conditions shall prevail. Bidders to review the tender documents along with the excel

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		"Bidding Parameter") to be computed as per formula given in this Clause 1.2.7(c) of this RFP.	2. Can we understand the XNPV formula/ calculations with an illustration from the Authority.	provided for bid submission to understand the working
405.	1.2.7	Appointed Date shall be 31.12.2026 and Commercial Operation Date (COD) shall be 01.01.2029.	Understand that Appointed date and COD date have been defined explicitly in the DCA. Hence, definition of both appointed date and commercial operations date should be aligned with the same. However, only for computation of MGR the appointed date is to be considered as 31.12.2026. Please confirm	Tender conditions shall prevail.
406.	1.2.8	The Concessionaire shall in consideration of its own business assessment and provision of services, be entitled to levy and collect tariffs from users for MMLH services on and related to the MMLH.	Just clarify that the Tariffs are de-regulated and the bidders are Free to decide market to be decide by Bidders	Tender condition shall prevail
407.	2.2.3	Engage O&M contractor	Please clarify what does the statement "the Concessionaire can replace the operator of the MMLH with prior written approval from the Authority" means. The bidders shall have freedom to replace the O&M contractor.	Tender condition shall prevail
408.	2.2.4	Certificate from Statutory Auditors	Can we understand for a Foreign Bidder, will the certificate from Global Statutory auditors be accepted certifying (1) Projects undertaken and (2) Net Worth.	Tender condition shall prevail
409.	2.16.1	Digital signature certificate	Will the DSC obtained by a Company for its business transactions, apply for authorisation of Bid documents.	Please refer Appendix IX of the RFQ cum RFP
410.	3.2.7	Criteria for evaluation	The MMLH is a large project consisting of multiple specialised logistics services such as ICD, PFT, warehousing and commercial areas. It is in the best interest of the MMLH to allow the best players in each of these areas to participate even under O&M agreement and bring in the industry best practices and capabilities. Hence, It is requested to consider the experience score of O&M partners who would enter into O&M agreements under Sub Licensee or sub-contracting agreement with the Concessionaire for the Project/ part of the Project, and who need not necessarily become Consortium partner with Equity contribution in the project SPV as stipulated under Clause 3.2.7	Tender conditions shall prevail
411.	Annexure 1	Particulars of Bidders	In case of Foreign Bidders, is there a defined list of documents. Locally acceptable/ issued documents in a foreign country may be different from Indian required documents. Hence a clarity is sought.	Tender conditions shall prevail
412.	General	Rail connectivity	• Can we understand on the rail infra and timelines. • How many rail lines are there. • Whether ESP is approved by Railways. • What is the timeline for completion. The tender for Rail is yet to be issued by DFCCIL. Please provide the timeline by which Authority can provide the rail connectivity upto DFC station. Delay in the rail construction and connectivity to Dadri station may may affect the construction timelines.	Kindly refer clause 6.4 of the DCA. Further, please refer to Corrigendum III Item no. 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
413.	General	COD	The 2 years timelines to start the operations looks too tight considering the various approvals to be sought. Hence a detailed plan is needed with exact timelines.	Tender conditions shall prevail
414.	General	Customs approvals	Whose responsibility to get the customs license to operate the ICD.	Refer to reply for query no. 22
415.	General	How will dilution of equity be allowed to bring in new partners	Need to get clarity on dilution after 2 years in case of a consortium. We believe there are no issues, in case of a Consortium, where members are required to hold more than 51% shares if their technical/ financial score is considered for eligibility.	Tender conditions shall prevail
416.	General	Land Reclamation	During the site visit, we noted that the rail line will be elevated and the land will require filling and reclamation. The depth seems to be appx 5 metres. Can we understand who will bear these costs. Our proposal is that the authority level the land and then hand over to the successful bidder.	Please refer to Corrigendum III Item no. 19 and 22
417.	General	Irrigation canal	Can the authority provide if the canal will need maintenance and who will bear the costs. Is there any guidelines issued by the irrigation dept and can that be shared.	Refer to reply for query no. 344
418.	General	Road passing the project site	An internal road passes through the project site and is used by the passing traffic vehicles and villagers. Is there a plan to provide an alternate road once the operations start. Also guide us, if there is any other issues w.r.t. the road.	Refer to reply for query no. 344
419.	General	Land acquisition for long haul trains	When will this land be acquired and handed over to the bidders	Refer to reply for query no. 6
420.	General	Temple and Panchayat building inside the project boundary	We noted these 2 buildings. These will need to be removed. Is the removal the responsibility of the authority. And what are the timelines.	Please refer to clause 4.1.2 of the DCA
421.	General	HT Towers (#6) inside the boundary, have to be removed by the authority.	We noted these 6 towers. These will need to be removed. Is the removal the responsibility of the authority. And what are the timelines.	Please refer to Article 11 of the DCA
422.	General	NH-91 connectivity	There are plans to extend the NH-91 from existing 2 lanes. Since the road is narrow and there is habitation, this looks challenging from a timeline perspective. Can the authority share the plans and timelines for road extension.	Please refer to clause 6.4 of the DCA to ascertain the obligation of the Authority from connectivity perspective
423.	General	Master Plan	We will request the authority to share the Auto CAD drawings.	Please refer to Corrigendum III Item no. 29
424.	General	Environmental clearance and Trees	We have been informed that EC is in place. Can we get a copy. Also, can you clarify if trees cuttings are covered in the same approval.	Please refer to Corrigendum III Item no. 29
425.	General	Road at the Entry/ Exit gate	There is 80 mtr gap from project boundary to NH-91. When will the authority complete the acquisition of land and connect the project boundary to the road (NH-91).	Please refer to Corrigendum III Item no. 29

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
426.	General	Road connecting to main GT Road	As there will be huge traffic flow of trucks, it seems the NH-91 may not be sufficient. Hence a road connecting the project to the GT Road and Peripheral Road will be best from an evacuation and flexibility perspective. Can we request the authority to consider the same.	Tender conditions shall prevail
427.	General	Elevated Road over 45 mtr ROW	Clarity is required on the master plan for construction and who bears the cost. Authority to revert.	Refer to reply for query no. 321
428.	DCA 3.1	The concession set forth herein including the exclusive right, licence and authority to construct, operate and maintain the Project ("Concession") for a period of 45 (forty five) years commencing from the Appointed Date and ending on the Transfer Date (the "Concession Period")	It may be noted that the Project is capital intensive project with phase wise investment approach. In order for investors to reap a threshold return the Concession Period of 45 years may not be sufficient. It is requested that Authority consider providing an extension of another 15 years in addition to the base Concession period of 45 years.	Tender conditions shall prevail
429.	DCA 15.1.2	The Project shall be deemed to be complete when the Completion Certificate or the Provisional certificate, as the case may be, is issued for the respective phase under the provision of Article 14, and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate or the Provisional Certificate for Phase-1 is issued	As per 6.4, Authority the Authority itself or through related GOI agency shall, no later than the 2nd (second) anniversary of the Appointed Date or 1 (one) month prior to commencement of COD whichever is later. This implies that the rail connectivity may by Authority can happen even after the ICD is ready for operations but other areas of MMLH is still under development and hence COD is not declared. Need to get assurance that Authority provides rail connectivity to ICD as soon as the initial phase of ICD is completed and is ready for operations	Tender conditions shall prevail
430.	DCA 12.11.1	Subject to the provisions of Clause 5.2, 23.6 and this Article 12, Concessionaire may sub-license part of Commercial Development and Consumption Led Warehousing, such that the period and validity of such sub-license shall not extend beyond the Concession Period. The Concessionaire shall ensure that none of the provisions of the sub-license agreements are contrary or inconsistent with the provisions of the Concession Agreement and/or creating any liability, of any nature, upon the Authority. Moreover, sub-licensing to any foreign person or company shall be subject to prior written consent of the Authority from a national security and public interest perspective.	To confirm that the ICD and rail linked terminal along with the right of operating the rail siding for containers and other cargo (EXIM and Domestic) can be exclusively sub licensed to a single operator which is owned by a foreign entity.	Tender conditions shall prevail
431.	26.2	In the event of the Authority commissioning or operating, or causing the commissioning or operation	Being a large and capital-intensive project Authority is requested to increase the time duration of non-compete facilities to at least half	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
		of any Competing Facility within 100 (one hundred) kilometres radius at any time until the 10th (tenth) anniversary of the Appointed Date,	of the Concession Period	
432.	Sch E	Permits and clearances required under Applicable Laws for ICD area	Please confirm that all approvals/clearances and permits required for the ICD set up and operations would be procured by the Concessionaire even if such facilities have been sub licensed to a Sub Licensee	Tender conditions shall prevail and bidders to do their own due diligence
433.	Sch P	Key Performance Indicators: The Concessionaire shall ensure that the equipment deployed are capable to allow the Crane Rate at a minimum be 25 (twenty five) moves per hour for container and 25 (twenty five) moves per hour for bulk and 15 (fifteen) moves per hour for break bulk commodities	Please note that list of project equipment (Page 166) includes Reach Stacker, empty handers and Hydra. As such 25 moves per hour cannot be achieved with this equipment and it depends on lot many factors. Therefore, it is requested to relax the KPI to 12-15 for such equipment	Tender condition shall prevail
434.	Sch V	Indicative fees for services at project	We suggest terminal access charges also be included as part of the indicative fees	Tender condition shall prevail
435.	Annex II SchA	The Concessionaire will prepare the Master Plan with the following provisions:	Authority is requested to share the tentative Master Plan (phase wise) based on which it has estimated the total Project Cost of INR 5,881 Cr	Please refer to Corrigendum III Item no. 29
436.	Clause 1.1.1 (page 9-10)		Please clarify whether the 80% Phase-I container capacity trigger will be determined based on • throughput handled, or • yard capacity utilization, or • DFC rake operations. Kindly also clarify whether Authority validation / joint measurement mechanism will be provided.	Refer Schedule A of the DCA
437.	Clause 1.1.1 (page 9)		• Kindly confirm on additional land, that whether it will be allotted free of cost and is there any timeline of handing over. • Also confirm whether this additional parcel will be part of the Concessionaire's O&M boundary. • Please confirm whether the entire 311 Ha land will be handed over encumbrance-free on the Appointed Date. • or there are some parcels still under acquisition, kindly provide a status report & timeline. • Kindly clarify the approval pathway with Indian Railways for yard layout, take-off points, signalling and telecom. • Who will coordinate with IR — The Authority or Concessionaire?	Please refer clauses 4.1.2 and 6.4 of the DCA to assess the Condition Precedent and obligations of the Authority regarding rail spur line and internal rail siding

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
438.	Warehousing Table 1.1.1 (page 10)		Although Phase-II and Phase-III warehouse areas are stated to be "as per market demand", kindly confirm whether any minimum mandatory built-up area need to be considered for those phases.	Tender conditions shall prevail
439.	Clause 1.2.8 (page 13)		Please confirm if tariffs for ICD/CFS/warehouse/cold storage and value-added services are completely market-driven and not regulated by Authority.	Tender conditions shall prevail
440.	Clause 2.2.3 (page 19)		Kindly confirm whether O&M experience must be of (a) only logistics / ICD / MMLP facilities, or any industrial infrastructure (like ports, terminals etc.).	Tender conditions shall prevail.
441.	Clause 12.3.1 & 3 (page 57)		Is it allowed that the Bidder can modify the Master Plan (partially) and in such case, what shall be the Process for approval and the Timeline?	Tender conditions shall prevail.
442.	Article 12.4 & Schedule H (Page 58)		Request Authority to kindly elaborate on the timelines towards submission & approval process for drawings, designs, documents etc. for various categories.	Tender conditions shall prevail.
443.	Clause 12.5.2 (page 59)		It is understood that there must be a timeline for IE review and approval on various architectural drawings and the consequences of delay. Kindly confirm.	Tender conditions shall prevail.
444.	Article 16 (page 71)		Is it possible at this point to share the details on Change of Scope procedure and Cost ceiling?	Tender conditions shall prevail.
445.	Clause 17.3.1 (page 75)		Please elaborate on the obligations for Maintenance Manual and update frequency.	Tender conditions shall prevail.
446.	Clause 17.20 & Schedule K (page 81 & 192)		Kindly provide the detail specifications for IT system integration and security compliance for the Bidder to follow.	Tender conditions shall prevail. Further, Bidders to do their own due diligence
447.	Article 18 & Schedule K (page 82 & 192)		Request Authority to kindly elaborate on the requirements of Safety and Surveillance Audit requirements.	Tender conditions shall prevail.
448.	Article 23 & Clause 5.2 (page 91 & 33)		Please provide details on sub-licensing restrictions and approval process.	Tender conditions shall prevail.
449.	Article 38 (page 131-132)		Kindly elaborate the obligations under Change in Law and compensation process.	Tender conditions shall prevail.

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
450.	Article 41 (page 139)		Can the Authority share the dispute resolution mechanism and timelines at this point of time?	Tender conditions shall prevail.
451.	General		Is there any mandatory list of equipment which the concessionaire must have to deploy; if so, kindly provide the same with required capacity and desired nos.	Tender conditions shall prevail.
452.	2.2.2 (a)	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have: l. paid for development of Eligible Project(s) in Category I and/or Category 2 specified in Clause 3.2.1 of this RFP (excluding the cost of land); and/or ii. paid for, or received payments for, construction of Eligible Project(s); and/or 111. collected and appropriated revenues from Eligible Project(s) in Category I and/or Category 2 specified in Clause 3.2.l of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category I and/ or Category 3 specified in Clause 3.2.1 of this RFP.	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the *Selected* Bidder *or an entity contracted by the Selected Bidder shall*, over the past 10 (ten) financial years preceding the Bid Due Date, have: i. paid for development of Eligible Project(s) in Category 1 and/or Category·2 specified in Clause 3.2.1 of this RFP (excluding the cost of land); and/or ii. paid for, or received payments for, construction of Eligible Project(s); and/or iii. collected and appropriated revenues from Eligible Project(s) in Category I and/or Category 2 specified in Clause 3.2.l of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category I arid/ or Category 3 specified in Clause 3.2.1 of this RFP. *It is requested to allow the contractor to submit the undertaking to comply the above qualification by allowing to depute a qualified subcontractor who meets the above qualification..: -* *Similar qualifications were asked in the below mentioned tenders:-* 1. *RLDA Mahalaxmi Tender CRFP Notice No. RLDA/2024/RFP!.._CD-47 Dated 20.09.2024}* 2. *RLDA Punjabi Bagh Tender CRFP No: RLDA/2024!.._RFP!.._CD-50 Dated 23.09.2024}*	Tender conditions shall prevail

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
453.	Clause No, 3.2.1 Technical Capacity for purposes of evaluation Page No. 31 of 87	For the purpose of this RFQ—cum—RFP, (a) Logistics sector would be deemed to include construction cost of Maritime Ports, Riverine ports, Air cargo terminals, Rail cargo terminals, Logistics parks Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Freight Village, Warehouses, Cold storage facilities, manufacturing / processing related Industrial Parks/ Estates/SEZ; and (b) (b) Core sector would be deemed to include construction cost of highways railways, metro rail, power sector, airports, pipelines, irrigation, water supply stadium, hospitals, hotel, smart city, silos, oil and gas and real estate development	<u>OPTION-1:</u> For the purpose of this RFQ-cum—RFP, a) Logistics sector would be deemed to include construction cost of Maritime Ports, Riverine ports, Air cargo terminals, Rail cargo terminals, Logistics parks Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Freight Village, Warehouses, Cold storage facilities, manufacturing / processing related Industrial Parks/ Estates/SEZ (b) Core sector would be deemed to include construction cost of highways railways, metro rail, power sector, airports, pipelines, irrigation, water supply stadium, hospitals, hotel, smart city, silos, oil and gas and real estate development	Tender conditions shall prevail
		OR		
454.	Clause No. 3.2.1 Technical Capacity for purposes of evaluation Page No. 31 of 87	(a) Logistics sector would be deemed to include construction cost of Maritime Ports, Riverine ports, Air cargo terminals, Rail cargo terminals, Logistics parks, Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Freight Village, Warehouses, Cold storage facilities, manufacturing / processing related Industrial Parks/ Estates/SEZ; and	<u>OPTION-2:</u> (a) Logistics sector would be deemed to include construction cost of Maritime Ports, Riverine porn, Air cargo terminals, Rail cargo terminals, Logistics parks, Inland Container Deport (ICD), Container Freight station, Free Trade Warehousing Zone (FTWZ), Freight Village, Warehouses, Cold storage facilities, manufacturing / processing related Industrial Parks/ Estates/SEZ, ***Bridges*** *(Highways/ Rands/ Express*vrs Rai*lways/* ***Metro)*** *Tunnels*	
		OR		
455.	Clause No. 2.2.2(a) Technical Capacity	Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years	<u>OPTION-3:</u> Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), *<u>the</u> <u>Selected</u> <u>Bidder</u> oz an e* cijy *<u>contracted</u> <u>by the</u> <u>Selected Bidder</u>* shall, over the past 10	

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
	Page No. 18 of 87	preceding the Bid Due Date, have: i. paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2. 1 of this RFP (excluding the cost of land); and/or ii. paid for, or received payments for, construction of Eligible Project(s); and/or collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1 of this RFP.	(ten) financial years preceding the Bid Due Date, have: i. paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2 1 of this RFP (excluding the cost of land); and/or ii. paid for, or received payments for, construction of Eligible Project(s); and/or iii. collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 of this RFP, such that the sum total of the above, as further adjusted in accordance with clause 3.2.5 of this RFQ document, is equal to or more than INR 6,000 Crore (Rupees Six Thousand Crore) (the "Threshold Technical Capacity"). Provided that at least one fourth of the Threshold Technical Capability shall be from the Eligible Projects in Category 1 and/ or Category 3 specified in Clause 3.2.1 of this RFP. *It is requested to allow the Selected Bidder to engage a subcontractor who meets required Eligibility/Qualification Criteria, similar process has been adopted by other Clients as follows for your reference: -* 1. *ISPRL PADUR-II Tender.' (Tender No ' ISPRHHO/RFPPADUR- 11/2024/12}* 2. *RLDA Mahalakshmi Tender (RFP Notice No. RIDA/2024/RFP/CD-4'7 Dated 20.09 2024)* 3. *RLDA Punjabi Bach Tender (RFP Vo.' RIDM2024/RFP7CD-SD Dated 23 D9 2024)* Relevant pages are attached *for the above tenders.*	
456.	DCA Annex-1 (Schedule-A) SITE FOR THE PROJECT Clause No. 1.8 Page No. 152 of 246	Map 1: Concept Master plan (including location of the Site)	We understand that, the road along the Irrigation canal will be closed within the boundary of MMLH. Please clarify.	Refer to reply for query no. 344

S. No.	Section/Page Clause no.	Clause Description	Query/Clarification requested	Reply from the Authority
457.	DCA Annex-I (Schedule-A) SITE FOR THE PROJECT Clause No. 1.8 Page No. 153 of 246	Map 2: MMLH Access	As per the MMLH Access Map, a proposed MP Road is shown between the MMLH boundary, with an ROW of 75m indicated. Kindly clarify the scope of this road and specify the precautions to be taken by the concessionaire during the concession period in relation to this proposed road.	Refer to reply for query no. 321
458.	General	AutoCAD Drawing	Kindly provide the AutoCAD drawing of the MMLH Master Plan for our reference & detailing.	Please refer to Corrigendum III Item no. 29
459.	General	Geotechnical Investigation Report	Kindly provide the geotechnical Investigation Report of proposed MMLH area for design of proposed structures.	Bidders to do their own due diligence
460.	General		Kindly provide the length of irrigation canal, nallah 1&2 along with their HFL for design of structures to cover the Canal	Please refer to Corrigendum III Item no. 29
461.	General		We understand that all kind of underground utilities shall be removed/ diverted by DMIC.	Tender conditions shall prevail
462.	General		Kindly confirm the numbers of equipment to be installed, ex — RTG, MTG & Conveyor system etc. along with their load capacity and related specifications.	Bidders to do their own due diligence
463.	General		Kindly provide the GAD of all structures to be constructed along with the length & width of the roads within MMLH boundary.	Bidders to do their own due diligence
464.	General		Please provide the original ground levels of MMLH area and average proposed finish level to evaluate the cutting and filling quantum.	Please refer to Corrigendum III Item no. 29

Signature Not Verified
Digitally signed by MAHAVIR SINGH
Date: 2026.01.23 19:33:05 IST
Location: Uttar Pradesh-UP