

Corrigendum-II

SELECTION OF DEVELOPER FOR DEVELOPMENT, DESIGN, CONSTRUCTION, FINANCING, PROCUREMENT, ENGINEERING, OPERATION AND MAINTENANCE OF SILO COMPLEXES WITH CONTAINER DEPOT (HUB SILO COMPLEX) AND WITHOUT CONTAINER DEPOT (SPOKE SILO COMPLEX) AT VARIOUS LOCATIONS UNDER DESIGN, BUILD, FINANCE, OWN AND OPERATE (DBFOO) MODEL FOR PHASE-2

Tender Reference No.	Tender Id.
FCI HQ-SILO0015(14)/1/2023-SILOS	2023_FCI_751943_1
FCI HQ-SILO0015(14)/2/2023-SILOS	2023_FCI_751947_1
FCI HQ-SILO0015(14)/3/2023-SILOS	2023_FCI_751950_1
FCI HQ-SILO0015(14)/4/2023-SILOS	2023_FCI_751952_1
FCI HQ-SILO0015(14)/5/2023-SILOS	2023_FCI_751954_1
FCI HQ-SILO0015(14)/6/2023-SILOS	2023_FCI_751955_1
FCI HQ-SILO0015(14)/7/2023-SILOS	2023_FCI_751956_1
FCI HQ-SILO0015(14)/8/2023-SILOS	2023_FCI_751957_1
FCI HQ-SILO0015(14)/9/2023-SILOS	2023_FCI_751958_1
FCI HQ-SILO0015(14)/10/2023-SILOS	2023_FCI_751959_1
FCI HQ-SILO0015(14)/11/2023-SILOS	2023_FCI_751960_1
FCI HQ-SILO0015(14)/12/2023-SILOS	2023_FCI_751961_1
FCI HQ-SILO0015(14)/13/2023-SILOS	2023_FCI_751962_1
FCI HQ-SILO0015(14)/14/2023-SILOS	2023_FCI_751963_1
FCI HQ-SILO0015(14)/15/2023-SILOS	2023_FCI_751964_1
FCI HQ-SILO0015(14)/16/2023-SILOS	2023_FCI_751965_1
FCI HQ-SILO0015(14)/17/2023-SILOS	2023_FCI_751966_1
FCI HQ-SILO0015(14)/18/2023-SILOS	2023_FCI_751967_1

Authority's reply to the pre-bid queries received from prospective bidders for selection of developer for construction of silos of total 30.75 LMT capacity at 66 locations in 18 projects under DBFOO mode in Phase-2 of Hub & Spoke model

Sl.No.	Clause No., Reference, Subject	Query / Suggestion	Reply
1	RFP_1.1.5	Kindly provide the details of the locations where currently offtake / issue / dispatch is not required in bulk form. This shall have implication on the overall financial costing for the project.	As provided in Clause 1.1.5 of RFP, in case of consuming silos, where, as of now, offtake/issue/dispatch in bulk form is not required, but suitable provision for the same shall be made as and when required.
2	RFP_1.1.8	If there are only 2 locations in the bundle, what shall 80% represent - for example for Uttarakhand location	Relevant provision of RFP is self-explanatory. 80% will represent 2 locations. $80\% \times 2 = 1.6$, rounded to the nearest integer i.e. 2 Silo locations
3	RFP_APPENDIX - X, Project Locations	Rishikesh is a Tehsil under Dehradun District Of Uttarakhand. It's a holy town situated on the bank of Holy river Ganga, a very famous and populous Tourist destination and starting point for chardham Yantra (Badrinath, Kedarnath, Gangotri and Yamotri). 80% area of Rishikesh comes under hills and reserved forest and most of rest area is on the bank of Holy river Ganges and divided in very small villages. So that it is very difficult to find / identification of 4 acre land required for silo project of 25000 MT in Rishikesh. We request you to pl amend the reference area from " within 15 km radius of Rishikesh Railway station " to " within Revenue District ".	No changes required. Relevant provisions of RFP shall prevail.
4	DCA_6.1.2. (d)_Obligations of the Authority	What shall be the fee amount payable to IE&A? Is there any capping to the fee amount ?	Please refer the Schedule L of DCA.
5	DCA_15.1.8_Storage and Handling charges	If only minor ancillary works are pending, it is requested to allow 80% of base unit rates of Fixed storage charges be allowed without pro-rating for actual proportion of capacity utilization. This is because 20% of amount is already being deducted and further pro-rating for actual consumption may be excessive penalization for non-completion of minor work	No changes required. Relevant provisions of DCA shall prevail.
6	Pg 82, RFP, SUBMISSION OF BIDS	<p>The Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>We are three consortium members. We would be creating separate BG's as per our partnership share totalling to the required amount. The question is that can we submit three BGs (maybe from separate banks). The total BG would be equal to the amount required</p> <p>For example, for RFP for Bihar, the total BG requirement is 2.1545 cr</p> <p>So we are three partners. We are all getting a BG created for $2.1545/3 = 71.81$ Lakh. the total amount would be 2.15 cr. This is to confirm whether this shall be acceptable. We shall be submitting all the BGs hard copy and scanned copy as required.</p>	As per RFP, it is mentioned that the Bidder is required to submit the Bid Security. Thus, the Bidder may submit the complete value of Bank Guarantee by way of separate 2-3 Bank Guarantee(s), as per the format and provisions mentioned in the RFP document. However, separate BGs shall be issued in the name of Bidder (i.e. Consortium) only and it should be for the complete amount mentioned in the RFP and no shortfall is allowed.

7		<p>In Project 9-Maharashtra -3 , following 4 districts are covered Usmanabad , Palghar , Nandurbar , Jalgaon.</p> <p>Palghar is close to Surat and on western line and Osmanabad is close to Nanded hence Re-grouping of Palghar in Project 2-Gujrath-1 will be feasible and profitable for FCI. Adding Usmanabad and Palghar to Project -9 Maharashtra-3 is not feasible and will discourage competition as costs are rising substantially and FCI is financially losing huge money in this.</p> <p><u>Considering other groups it appears on the face that such group is made to discourage competition and with other motive.</u></p> <p>Please regroup the Project 9 Maharashtra-3 for feasibility and competition.</p>	<p>No changes required. Relevant provisions of RFP and DCA shall prevail.</p>
8		<p>We are Udyam registered MSME and applying in a consortium , we are exempted from bid security as exemption is available to MSME...Clarification please</p>	<p>No exemption is allowed.</p>
9		<p>We request you to share a) Cost Per MT for Spoke b) Cost per MT for HUB.... Clarification please</p>	<p>Refer Clause 1.2.7 and Clause 2.5.1 of RFP. Bidder need to conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP.</p>
10		<p>How Normative capacity is calculated , any standard System ...Clarification please</p>	<p>Normative capacity is to be calculated as stipulated in Schedule F of the DCA.</p>

11		<p>In Maharashtra 3 projects are to be executed</p> <p>a) Project-7-Maharashtra-1 b) Project-8-Maharashtra-2 c) Project-9-Maharashtra-3</p> <p>In Project 9-Maharashtra -3 , following 4 districts are covered Usmanabad , Palghar , Nandurbar , Jalgaon.</p> <p>Distance between Usmanabad and Palghar is 600 km and in the route Nandurbar and Jalgaon does not come. Distance between Palghar and Jalgaon is 400 km and in the route no location in the group comes.</p> <p>Usmanabad is near to Nanded , Hingoli , Aurangabad and Jalna which are covered in Project 8-Maharashtra-2 , hence covering Usmanabad in Project 8 Maharashtra -2 will be cost effective and manageable for Contractor of Project 8 and will be costly for Contractor of Project -9 . Hence Re-grouping of Usmanabad in Project 8 Maharashtra-2 will be feasible and profitable for FCI.</p> <p>Palghar is only 200 km from Surat and on western line and Surat is covered in Project 2-Gujrath-1 , hence covering Palghar in Project 2-Gujrath-1 will be cost effective and manageable for Contractor of Project 2-Gujrath-1 and will be costly for Contractor of Project -9 Maharashtra-3 . Hence Re-grouping of Palghar in Project 2-Gujrath-1 will be feasible and profitable for FCI.</p> <p>Adding Usmanabad and Palghar to Project -9 Maharashtra-3 is not feasible and will discourage competition as costs are rising substantially and FCI is financially losing huge money in this.</p> <p><u>Considering other groups it appears on the face that such group is made to discourage competition and with other motive.</u></p>	No change is required. Relevant provisions of RFP and DCA shall prevail.
12	Clause 1.1.3	As per tender document Clause 1.1.3 , SPV Should be a company , Can the condition be relaxed and a LLP or a partnership firm be incorporated in the clause ? This will benefit in cost of taxes. Clarification please	No changes required. Relevant provisions of RFP shall prevail.
13	Clause 2.2.5	As per tender document Clause 2.2.5 , Can the clause (ii) 5% of the Total Project cost specified in the concession agreement relaxed as restrictions in clause (i) looks sufficient ... Clarification please	No changes required. Relevant provisions of RFP shall prevail.
14		On average basis 0.50% dust / tailings need to be removed through cleaning system before storing the grain in silos to ensure proper aeration, fumigation and preservation of grain during storage. This will result in weight loss of 0.5% against dust loss of 0.05% allowed in the agreement. Please clarify the mismatch.	No changes required. Relevant provisions of DCA shall prevail.

15	Allocation of costs arising out of Force Majeure Clause 18.7.2 a)	<p>a) Upon occurrence of a Non- Political Event or Indirect Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to other Party any costs thereof;</p> <p>b) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire. For avoidance of doubt, Force Majeure Costs shall not include any debt related obligations but shall include O&M Expenses and all other costs incurred by the Concessionaire, which is Concessionaire, which is directly attributable to the Force Majeure Event.</p> <p>According to the concession period of the project, the contractor has taken dept for the project along with his equity, in such a case, upon occurrence of a Non-Political Event or Indirect Political Event before concession period, the contractor will be burdened with the financial debt. Therefore, the remaining loan of the project should be reimbursed to him by the authority include O&M Expenses and all other costs incurred by the Concessionaire.</p>	No changes required. Relevant provisions of DCA shall prevail.
16	Termination Payment for Force Majeure Events. Clause 18.9.1 a)	<p>If the Termination is on account of a Non-Political Event or an Indirect Political Event, the Authority shall not be liable to make any Termination Payment. Upon Termination under Clause 18.8, the Authority shall return the Performance Security provided by the Concessionaire if the same has not already been returned by the Authority;</p> <p>The silos are of little use to Concessionaire if authority is not using it then it should pay NPV of balance cash flow to the concessionaire and take over the project.</p>	No changes required. Relevant provisions of DCA shall prevail.
17	Termination Payment for Force Majeure Events. Clause 18.9.1 b)	<p>If the Termination is on account of a Political Event, the Authority shall make Termination Payment to the Concessionaire in an amount equal to that would be payable under Clause 21.3.2 as if it were an Authority Default. Upon Termination under Clause 18.8, the Authority shall return the Performance Security provided by the Concessionaire if the same has not already been returned by the Authority.</p> <p>Provided that the proceeds from insurance on the Project Assets shall be considered for the above calculation and that all proceeds from insurance on Food Grains shall be remitted to the Authority and no Termination Payment shall be due from the Concessionaire to the Authority under this Clause 18.9.1</p> <p>NPV insurance proceeds shall be paid to Concessionaire</p>	No changes required. Relevant provisions of DCA shall prevail.

18	Clause 21.3.2	<p>In case of termination of this Agreement by the Concessionaire for an Authority Default pursuant to Clause 21.2.1 any time after the issue of Letter of Commencement, the Authority shall, in addition to the payment in the above Clause 21.3.1, pay the Concessionaire, applicable Fixed Storage Charges for Two years or half Date and Variable Charge of the remaining Concession Period, whichever is lower, commencing on Termination for Two years or half of the remaining Concession Period, whichever is lower, with Variable Charges calculated at [50%] of Normative Availability.</p> <p>The Authority shall return the Performance Security to the Concessionaire if it has not already been returned. In case of any dispute, the same shall be settled through the Dispute Resolution Mechanism.</p> <p>Payment of only 2 years of fixed storage or half of Concession period is totally unjustifiable. These projects are undertaken with huge debt obligations which require more than half of the remaining of the Concession period even for payment of debt, after which the equity invested starts getting reimbursed. Supposing that the CA is terminated at an early stage due to Authority default, how can the Concessionaire pay even the debt? Hence, we request that NPV of future cash flows - insurance proceeds shall be payable to Concessionaire.</p>	No changes required. Relevant provisions of DCA shall prevail.
19	DCA	<p>Construction Period</p> <p>We understand that the construction period is for 18 months after commencement date. If it so then please increase the construction period to 24 months.</p>	No changes required. Relevant provisions of DCA shall prevail.
20	DCA	<p>Concession Period</p> <p>Kindly clarify the construction period</p>	Kindly refer the definition of "Construction Period" defined in Article 1 of DCA.
21	Clause 2.2.4 of RFP	<p>Experience of Construction & O & M</p> <p>Will construction and O&M experience of highways acceptable?</p>	Relevant provision of RFP i.e. Clause 2.2.4 is self-explanatory.
22	<p>Clause 1.2.6</p> <p>Page 13 of 84</p>	<p>A Bidder, along with its Bid, is required to submit Bid Security as provided in Clause 1.1.1 for the entire Project, refundable no later than [360 (three hundred and sixty)] days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement.....</p> <p>The Bid Validity of the Project is 120 days which authority may extend up to further 60 days as per RFP, hence accordingly the Bid Security validity period required is on higher side, it should be brought total ranging 180 to 240 days inclusive of claim period of 60 days.</p> <p>Please review and change the clause accordingly in the RFP.</p>	No changes required. Relevant provisions of RFP shall prevail.

23	<p>Clause 2.1.6</p> <p>Page 17 of 84</p>	<p>The validity of the bank guarantee shall not be less than [360 (three hundred and sixty)] days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, which may be extended at the sole discretion of the Authority from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than [360 (three hundred and sixty)] days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security in terms of the Concession Agreement.</p> <p>The Bid Validity of the Project is 120 days which authority may extend up to further 60 days as per RFP, hence accordingly the Bid Security validity period required is on higher side, it should be brought total ranging 180 to 240 days inclusive of claim period of 60 days.</p> <p>Please review and change the clause accordingly in the RFP.</p>	No changes required. Relevant provisions of RFP shall prevail.
24	<p>Appendix I Annexure-III</p> <p>Page 58 of 84</p>	<p>Instructions:</p> <p>1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.</p> <p>Please refer the below clause of the RPF which is reproduced below which is Contradicting to Clause mentioned herein.</p> <p>3.5. Financial information for purposes of evaluation (a) The Bid must be accompanied by the Audited Annual Reports of the Bidder (and of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the application is made.</p> <p>Please clarify how many years Audited Annual Reports bidder have to submit?</p>	Bidder is required to submit balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.
25	<p>Appendix-II Bank Guarantee for Bid Security</p> <p>Page 64 of 84</p>	<p>14. "Cover message for this bank guarantee has been sent to Authority's bankers i.e. ICICI Bank Ltd. 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS."</p> <p>In the tender documents provided there not all detail required are provided for preparing on SFMS, hence we request the Authority to provide the full particulars details for submitting the Bank Guarantee through SFMS as requested below:-</p> <p>1. Name of Beneficiary: - 2. Name of Bank: - 3. Account No.: - 4. IFSC Code: -</p> <p>Please do the needful as requested.</p>	Please refer Clause 1.2.6 of RFP

26	General	<p>Drawing</p> <p>We request the Authority to please provide the Drawing of the Tentative layout of all Project location for constructing the Silo Complex in which specific area Bidder is required to develop the Project.</p>	<p>Bidder is required to procure its own land Please refer Appendix-X of RFP for reference area Please refer addendum for Indicative Conceptual Layout.</p>
27	General	<p>Railway Connectivity</p> <p>Please Clarify and confirm whether the bidder is required to develop Railway Connectivity also from project location to nearest Railway Station. Please Clarify and Confirm as applicable. We presume that the Transportation facility by Road from Project site to nearest Railway Station will suffice the requirement of the Project.</p>	<p>In case of Hub Silo locations, CRT facility is required which include connectivity. However, for the Spoke Silo locations, railway facility is not required. Relevant provisions of DCA shall prevail.</p>
28	General	<p>Identification of Land for proposed Silo Complex</p> <p>In RFP, Authority given only the name of City / Town. We request the Authority for the followings:- 1) Kindly specify whether the proposed Silo Complex to be established on Rural side or within the limit of Corporation / Municipal Boundaries 2) Kindly specify whether the proposed Silo Complex required to be established within minimum distance from Railway Station / National Highways, etc.</p>	<p>1. Please refer Appendix-X of RFP for reference area. 2. The requirement with regard to minimum distance from railway station/ National Highway shall be as per the details mentioned in Appendix-X of RFP.</p>
29	Clause 15.1.4. of DCA Page 107 of 245	<p>..... The applicable Fixed Storage Charge for the subsequent Accounting Year shall be determined by decreasing the Base unit rate of Fixed Storage Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For avoidance of doubt, it is clarified that the Fixed Storage Charge for the second and third Accounting Year shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the amount quoted by the successful bidder. The payment towards Fixed Storage Charges shall be made on a monthly basis.</p> <p>In RFP, Authority given the name of 3 – 4 City / Town in 1 Bundle, so kindly clarify that the Fixed Charges will be quoted City / Town wise or single Fixed Charges to be quoted for the Project which includes 3 – 4 City / Town in 1 Bundle.</p> <p>Kindly clarify because the cost of land, labour, etc. are different in the different City / Town.</p>	<p>As per Clause 1.2.11 of RFP, it is mentioned - "A Bidder applying for the Project should submit a single quote in the Financial Proposal for the entire Project as per Appendix VII."</p>

30	Clause 15.1.4. of DCA Page 107 of 245	<p>..... The applicable Fixed Storage Charge for the subsequent Accounting Year shall be determined by decreasing the Base unit rate of Fixed Storage Charge for the immediately preceding Accounting Year by 2% (two per cent) thereof. For avoidance of doubt, it is clarified that the Fixed Storage Charge for the second and third Accounting Year shall be a sum equal to 98% (ninety eight per cent) and 96.04% (ninety six point zero four per cent) respectively of the amount quoted by the successful bidder. The payment towards Fixed Storage Charges shall be made on a monthly basis.</p> <p>We request the Authority that please upload Schedule of plan that a Bidder quote for e.g. Rs 100 per MT than the actual amount it will year wise received per MT in the upcoming 30 years.</p> <p>Since the Price quoted by bidder is based on per MT / per years, we presume that the Fixed Charges as applicable shall be paid to Concessionaire on monthly pro rata basis, please confirm.</p> <p>Please do the needful as requested.</p>	<p>The Fixed Storage Charge will be calculated as per Clause 15.1.4 of DCA.</p> <p>Please refer Schedule I of DCA</p>
31	Clause 15.1.5. of DCA Page 108 of 245	<p>For a Silo Complex, the Variable Charge for storage of Food Grains shall be [Rs.0.758 (Rupees zero point seven five eight)] per quintal per month for Food Grains actually stored in the Silo Complex for any month or part thereof in the Accounting Year in which COD occurs. It is clarified that the variable charge of [Rs. 0.758] per quintal per month will not be changed/indexed till COD. The payment towards the Variable Charges to be made to the Concessionaire by the Authority shall be calculated as per Schedule I. The Variable Charge for the first financial year of Operation Period shall be as mentioned in Schedule I and which shall be then the base for calculating the Variable Charge in the subsequent year(s). The total payment towards Variable Charge in a period shall be based on the actual quantity of Food Grain stored in the Silo Complex for any month or part thereof. The payment towards Variable Charges shall be made on a monthly basis.</p> <p>We request the Authority that since the prices of every services increases with every in compatible with increase of inflation. In view of this we request the Authority that indexations of variable cost as mentioned herein shall be allowed from Base date of the Project.</p> <p>Please do the needful as requested.</p>	No changes required. Relevant provisions of DCA shall prevail.

32	Schedule I: Storage and Handling Charge Page 204 of 245	<p>Table 3 : Base Unit for Bag Handling Charges Point No. 3</p> <table border="1" data-bbox="558 191 1236 529"> <tr> <td data-bbox="558 191 795 529">Bulk Unloading charges from container including sampling, testing & weighment ("Container Unloading Charges")</td> <td data-bbox="795 191 903 529">Rs. per TEU</td> <td data-bbox="903 191 1066 529">As specified by the Authority</td> <td data-bbox="1066 191 1236 529">[Rs. 1000]</td> </tr> </table> <p>We request the Authority to review the Unloading charges payable to the Bidder of Rs 1000 for per TEU Container.</p> <p>The Charges shall be bifurcated and it shall be applicable on a differential basis considering the size of the Container.</p> <p>Please rationalize charges based on the capacity of the TEU Container.</p>	Bulk Unloading charges from container including sampling, testing & weighment ("Container Unloading Charges")	Rs. per TEU	As specified by the Authority	[Rs. 1000]	<p>No changes required. Relevant provisions of DCA shall prevail.</p> <p>The Authority has specified TEU (Twenty - foot Equivalent Unit) containers for the Project and the rate for the same will be applicable.</p>
Bulk Unloading charges from container including sampling, testing & weighment ("Container Unloading Charges")	Rs. per TEU	As specified by the Authority	[Rs. 1000]				
33	Schedule I: Storage and Handling Charge Page 204 of 245	<p>Table 3 : Base Unit for Bag Handling Charges Point No. 9</p> <table border="1" data-bbox="529 841 1255 1052"> <tr> <td data-bbox="529 841 783 1052">Bulk loading charges to container not requiring bagging ("Container Loading Charges")</td> <td data-bbox="783 841 898 1052">Rs. per TEU</td> <td data-bbox="898 841 1066 1052">As specified by the Authority</td> <td data-bbox="1066 841 1255 1052">[Rs. 750]</td> </tr> </table> <p>We request the Authority to review the loading charges payable to the Bidder of Rs 750 for per TEU Container.</p> <p>The Charges shall be bifurcated and it shall be applicable on a differential basis considering the size of the Container.</p> <p>Please rationalize loading charges based on the capacity of the TEU Container.</p>	Bulk loading charges to container not requiring bagging ("Container Loading Charges")	Rs. per TEU	As specified by the Authority	[Rs. 750]	<p>No changes required. Relevant provisions of DCA shall prevail.</p> <p>The Authority has specified TEU (Twenty - foot Equivalent Unit) containers for the Project and the rate for the same will be applicable.</p>
Bulk loading charges to container not requiring bagging ("Container Loading Charges")	Rs. per TEU	As specified by the Authority	[Rs. 750]				

34	Schedule I: Storage and Handling Charge Page 204 of 245	<p>Table 3 : Base Unit for Bag Handling Charges Point No. 1 to 9</p> <table border="1" data-bbox="527 167 1026 386"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>Point No. 1 to 9</td> <td>.....</td> <td>.....</td> <td>As specified by the Authority</td> <td>.....</td> </tr> </table> <p>We request the Authority to please clarify that in the column five Authority is writing charges for various activities then in column Four its is written as As specified by the Authority.</p> <p>Please Clarify and Confirm.</p>	1	2	3	4	5	Point No. 1 to 9	As specified by the Authority	The rate will be specified by the Authority.
1	2	3	4	5									
Point No. 1 to 9	As specified by the Authority									
35	Obligations of the Concessionaire Clause 5.1.5. i) Page 44 of 245	<p>Be responsible for safe storage of empty bags in Silo Complex and loading/unloading of empty bags on trucks arranged by the Authority for transportation of the empty bags to /from silo complex, as and when required;</p> <p>We request the Authority to define the Handling Charges for storage and for loading/unloading of empty bags on trucks arranged by the Authority for transportation of the empty bags to /from silo complex, as and when required;</p>	<p>No separate charges for stacking, bundling, loading and unloading of empty bags shall be paid. Please refer Schedule I of DCA including footnote.</p> <p>Arranging Transportation of empty bags to and from the Silo Complexes shall be the responsibility of the Authority. Please refer Clause 6.1.2 of DCA.</p>										
36	General	<p>Transportation Charges</p> <p>As per the DCA provided by the Authority and its various provision we understand and its very clear that the Concessionaire is not responsible for transportation of Grains. The Scope of Transportation of Grains and all related activities in this regard is in Authority scope.</p> <p>Please Confirm.</p>	<p>The understanding of the Bidder is correct. The Scope of Transportation of Grains is in scope of Authority.</p>										
37	General	<p>Due Date Extension</p> <p>We are keenly interested to participate in the above bid, but looking into the clarity required for participation in the bid as requested above and looking into the size and complexity of project, we request the Authority to please provide at least 4 weeks' time for submission of bid from the date of pre bid reply received from your end for submitting a comprehensive bid.</p>	Please refer addendum										
38	Location	I request you to kindly separate Nandurbar location from all the above three location cost wise in the interest of FCI and invite separate bid for Nandurbar location	No changes required. Relevant provisions of RFP and DCA shall prevail.										

39		1) As written in the RFP Clause no. 2.2.4 & 5 for construction & Operation maintenance experience required. Pl clarify that the experience related to the warehouse is must or it would be consider for any other industries.	Construction experience of any infrastructure sector may be considered. Relevant provision of RFP i.e. Clause 2.2.4 is self-explanatory.
40		As written in the RFP Clause no. 2.2.4 & 5 for construction & Operation maintenance experience required. As in case the company doesn't have any of the experience. In that case pl elaborate formal agreement in detail	Relevant provision of RFP i.e. Clause 2.2.4 is self-explanatory.
41		In case Bidder are running Trust/Educational trust, Can Bidder participate in the tender as well ? If yes, Will it be directly participate in the tender or the trust can participate through Pvt. Ltd. Co.	Please refer clause 2.2.1 (b) of RFP
42		In case Bidder are running Pvt. Bank/Govt. Bank, Can Bidder participate in the tender as well ?	Please refer clause 2.2.1 (a) & (b) of RFP
43		In schedule B of DCA, the point for adequate number of hydraulic truck sampler require for quality sample of wheat. But in most of the region the wheat received in the Bags, In that case what will be the option ? We suggest that need of hydraulic truck sampler is only raise the cost.	Please refer Schedule B of DCA. The Concessionaire shall obtain the samples as per the methodology to be firmed up based on standard industry practices.
44		In hub model of silos, there are no specifically mentioned the way for loading the container into the rake and how much time require for loading the rake. Pl elaborate the same.	Refer Clause 1.1.4, 1.2.7 and Clause 2.5.1 of RFP. Bidder need to conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP.
45		The bidder shall have minimum net worth of 25% of total estimated project cost for previous financial year FY21-22. Financial audited report of present year is yet not available. So, pl furnish the same as audited report of preceding financial year will be considered for evaluation of financial capacity.	Refer clause 2.2.15 and 3.5 (b) of RFP
46		The net worth mentioned in the RFP is considered as individual year net worth of previous three year or it will be average of last three year. Pl clarify the same.	Average of last three year will not be considered. Refer clauses 2.2.3 (ii), 2.2.15 and 3.5 (b) of RFP document.
47		The Selected bidder shall identify and procure/arrange the land parcel for 270 days. Which is difficult in the case of Hub silo, Will its time be increase from 270 to 365 days only for hub silo location.	No changes required. Relevant provisions of RFP and DCA shall prevail.
48	INTRODUCTION	Request to please confirm that which Sites/Regions fall under Procuring and Consumption Category	In the present context, Haryana (all locations), Rajasthan (Hanumangarh Junction, Sangariya, Pilibanga, Hanumangarh Town, Srivijaynagar, Sriganganagar, Kota and Bundi Locations) are Procuring silos whereas, remaining locations except the above mentioned locations in the NIT are Consuming silos. The above scenario may change in future depending upon production and procurement in a particular location/state. As such, required flexibility in design may be provisioned.

49	INTRODUCTION	Request to please confirm, If FCI has its own Land at any of the location, Bidder can own the same land on rental/lease bases.	Selected Bidder is required to arrange its own land
50	Reference Area	Request to please confirm that Reference Area distance is consider On road distance or areal distance	It will be treated as shortest possible motorable road (National Highway or Scheduled State Highway or a Major District Road or any other public roads through a paved road with a width of not less than 7 meters) distance.
51	Financial information for purposes of evaluation	Audited balance sheet required for last 3 FY's or Last 5 FY's. (AT Page No: 58 it has mentioned for 5 Yr and at page no: 41 asked for 3 FY's). Request please clarify	Bidder is required to submit balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.
52	INTRODUCTION	Request to please clarify that a bidder wants to participate in multiple projects, financial capacity required individual project wise or cumulative 25% networth of total projects cost for which bidder wants to participate. For an example: Project Maharashtra - 1 is having requirement of Net worth of Rs. 48.67 Cr and Maharashtra -2 is having requirement of 43.9 Cr. Bidder is having 49 Cr networth is eligible for participate in both the projects? or bidder required total/cumulative Net worth of Rs. 92.59 to participate in both the projects.	Financial capacity is required individual project wise
53		We are in the dilemma as to whether a. SPV formed can have the status as the Farmer Producer Company OR Private Limited Company . b. Farmer Producer Company meets the eligibility criteria of Private Entity mentioned in the RFP. Requesting you to clarify the above points to proceed further with the formation of the SPV to apply for the tender.	For the definition of the Bidder, please refer clause 2.2.1 (a) & (b) of RFP For the definition/ formation of the SPV, please refer clause 1.1.2, 1.1.3, 2.2.8 and 2.2.9 of RFP
54		Handling Charges The Base Unit rate for Bag Handling Charges considered seems to be on lower side as per current market rate in the state of Maharashtra. We kindly request you to review and revise the same	No changes required. Relevant provisions of DCA shall prevail.
55	15.1.3 b	Variable Charge - Variable charges shall be paid for full storage capacity as Concessionaire has to pay maintenance cost, electricity charges, staff payments and other administrative charges. - The base unit rate considered per quintal per month for food grains actually stored for variable charges seems to be on lower side. We kindly request you to review and revise the same	No changes required. Relevant provisions of DCA shall prevail.

56	DCA 3.1.4	<p>Notwithstanding anything contained herein, in the event additional time is taken by the Concessionaire for satisfying Conditions Precedent, which results in delay in Commencement Date and/or the COD, there shall be no consequent change in the Terminal Date.</p> <p>Please clarify if the Terminal date will be extended in case of delay by Authority in meeting Conditions Precedents, resulting in delay in Commencement Date and/or the COD. The Clause 4.3.1 Damages for delay by the Authority mentions that "If the Conditions Precedent set forth in Clause 4.1.3.....The above remedies shall be the only remedies available to the Concessionaire for delay by the Authority." We suggest that in addition to paying Damages to the Concessionaire in form of an amount calculated at the rate of 0.1% of Performance Security, the overall Concession Period should be extended, which should be equal to the duration by which Authorities have delayed in fulfilling the Conditions Precedents.</p>	No changes required. Relevant provisions of DCA shall prevail.
57	DCA 4.2.1, 4.5.1	<p>For each such Project Location, seek additional time from the Authority by paying damages equal to [0.2% (zero point two per cent)] of the Proportionate Performance Security for each Silo Complex for each day's delay until the fulfilment of such Conditions Precedent for such Project Location, subject to the maximum time provided under Clause 4.4</p> <p>It has been observed that there is no cap on the damages in case of delay by the concessionaire in achieving the COD. This is completely against the guidelines for PPP projects. The concessionaire cannot be imposed unlimited damages. Therefore it is urged to maintain the cap of 40% performance Guarantee as has been done in earlier projects.</p>	No changes required. Relevant provisions of DCA shall prevail.
58	DCA 4.5.1	<p>For each such Project Location, seek descoping of such Project locations from the Project, by paying one-time Damages equal to [2.50 (two point five)] times the Proportionate Performance Security of each Silo Complex.</p> <p>Descoping is only allowed in spoke locations-</p> <ol style="list-style-type: none"> 1) It is requested to be allowed in HUB locations as well. 2) One times damages equal to 2.5 times of proportional performance security should also be reduced to 100% of performance security. 	No changes required. Relevant provisions of DCA shall prevail.

59	DCA 5.9	<p>Make in India Policy: The Concessionaire undertakes to ensure minimum Local Content of 50% in the Project excluding the cost of Land and cost of Civil work</p> <p>There is no reason to exclude the cost of Civil Work because Civil work involves lot of TMT Steel that is all made in India. Besides, lot of Cement, Concrete and other construction ingredients are used that are all made in India. Then why shouldn't be the civil work included in 50% indigenous supply? We strongly refuse to accept this condition and request you to please take it up with DPIIT and let us know the logic behind keeping this condition. If this condition is not removed and Civil work remains excluded from the 50% content, then it would be very difficult to meet the supplies from India. As you know, India has very limited capacity to manufacture Silos and MHE.</p>	No changes required. Relevant provisions of DCA shall prevail.
60	DCA 10.8	<p>Entry Into Commercial Service</p> <p>It has been observed that , in the previous projects, FCI tries to avoid taking over the projects despite the recommendations of IE&A to issue completion certificate. It is requested that the authority makes it clear that they would take over the project as soon as IE&A issues COD.</p>	Relevant provisions of DCA shall prevail.
61	DCA 10.9.1	<p>Damages due to delay in project completion- It is clarified that the Concessionaire would not be liable for payment of any Damages for delay in Project Completion if such delay is solely attributable to the Authority.</p> <p>It is requested that any delay solely attributable to Railways may also be covered under this clause.</p>	Relevant provisions of DCA shall prevail.
62	DCA 11.3.5	<p>3. [In case of Food Grain received in bulk form by rail through containers, a minimum of [5(five)] samples per container]</p> <p>The incoming /loaded container will be opened at the unloading point and the grain will immediately start to fall in the unloading hoppers. By this time it will be too late to take the sample, analyze the quality and reject it if it fails the specification. Kindly clarify what to do in this case.</p>	<p>The Concessionaire shall obtain the samples as per the methodology to be firmed up based on standard industry practices.</p> <p>Relevant provisions of DCA shall be applicable.</p>
63	DCA 11.3.5.2	<p>In case of Food Grain received in bagged form in a vehicle by road (open truck, lorry, tractor-trailer, animal-pulled cart, container),</p> <p>There should be a provision in the CA that the concessionaire shall have a covered shed to store empty gunny bags equivalent to at least 50% of the storage capacity.</p>	<p>No changes required. Relevant provisions of DCA shall prevail.</p> <p>The Concessionaire shall be responsible for safe storage of empty bags in Silo Complex and loading/unloading of empty bags on trucks arranged by the Authority for transportation of the empty bags to /from silo complex, as and when required.</p> <p>Please refer Clause 5.1.5 and 11.3.8 of DCA</p>
64	DCA 11.5.6	<p>Maximum Storage period of 4 years</p> <p>In the earlier contracts, the maximum storage period was 2 years. We suggest it should remain 2 years.</p>	No changes required. Relevant provisions of DCA shall prevail.

65	DCA 11.6.4	<p>In the event the Food Grain is to be dispatched in bagged form, the Authority shall make available bags, in proper condition,</p> <p>Kindly specify the term "proper condition" as sometimes it has been observed that the jute bags provided to the existing silo operator are generally in pathetic condition and have used multiple times before being supplied for filling at Silo point</p>	<p>No changes required. Relevant provisions of DCA shall prevail. Proper condition implies the usable condition.</p>
66	DCA 11.6.6 & 11.6.7	<p>11.6.6. [In the event the Food Grain is to be dispatched in bulk form, the Concessionaire shall move the required quantity as per Dispatch Notice to the Bulk Loading System, as specified in Schedule B, and load Food Grain onto the bulk vehicles/ container.]</p> <p>11.6.7. [In the event the Food Grain is to be dispatched in bulk form by road, the Concessionaire shall move the required quantity, in batches, as per Dispatch Notice to the Bulk Loading System, as specified in Schedule B, for bulk loading of trucks/container or any other vehicle carrying Food Grain.]</p> <p>The two clauses appear to be the same. Please clarify if there is any difference.</p>	<p>Contents of both the clauses are similar in nature. Relevant applicable clause shall be considered.</p>
67	DCA 11.6.8	<p>A minimum number of {3 (three)}_samples should be drawn per 10 metric ton (MT) of grain reclaimed from the Long Term Storage Silo.</p> <p>As discharge from the silos is 100/150 TPH, this would mean 30/45 samples per hour if you ask for minimum 3 samples per 10 MT. It is not practically possible to analyze so many samples while the reclaim is going on at such a high speed. In our opinion, one sample per hour should serve the purpose.</p>	<p>No changes required. Relevant provisions of DCA shall prevail.</p>
68	DCA 11.9.4	<p>The shortfall in quantity shall be recorded for every consignment dispatched.</p> <p>As the receipt is to be considered on weighted average basis, shortfall in quantity should also be considered on weighted average basis at the end of the crop year.</p>	<p>No changes required. Relevant provisions of DCA shall prevail.</p>
69	DCA 11.13.1	<p>The Concessionaire shall in the circumstances provided under Clause 11.12.2, pay to the Authority, 40% (forty per cent) of the revenues accruing from all charges, including proceeds of any rentals, deposits, capital receipts or insurance claims, received each month for and in respect of the Unutilised Capacity (the "Revenue Share from Unutilised Capacity").</p> <p>We understand that the fixed charges would be paid by the authority for this unutilised capacity. However, No variable and handling charges would be paid in case Concessionaire lets out the unutilized capacity to other parties and he will share 40% revenue with the Authority that he would earn from such let-out arrangement</p>	<p>Your understanding is correct. Relevant provisions of DCA shall prevail.</p>

70	DCA 15.1.4	<p>The Fixed Storage Charge, in Rs/ Ton/ year, shall not be indexed till COD and will be applicable for the first FY of operation</p> <p>Since there is a long gestation period from bid stage till COD, it is suggested that the quoted Storage Charges should be indexed to inflation at the time of COD. This would also be in the benefit of FCI because you can expect more competitive bid rates with this change.</p>	No changes required. Relevant provisions of DCA shall prevail.
71	DCA 15.1.4	<p>—Reduction in Storage Charge by 2% every year i.e. 98%, 96%, 94%.... and so on up to 30 years. This results in negative cash flow in the later years of concession—</p> <p>It is suggested to either remove this condition altogether or at least reduce it from 2% to 1%. This would obviously lead to lower Storage Charges to FCI</p>	No changes required. Relevant provisions of DCA shall prevail.
72	DCA 15.4.2	<p>Payment of Storage Charges within 30 days</p> <p>30 days payment cycle is too long. Please reduce it to 15 days</p>	No changes required. Relevant provisions of DCA shall prevail.
73	DCA 15.A.1	<p>Designated Bank Account Agreement.</p> <p>In the earlier projects, it used to be Escrow Account/ Escrow Agreement. This time, Escrow has been replaced by Designated Bank. However, by going through the contents, it appears that the conditions are same as Escrow. Please clarify what is the difference between Escrow and Designated Bank Account?</p>	Relevant provisions of DCA shall prevail.
74	DCA Schedule B Grain Intake System	<p>The unloading area should have at least two hydraulic tippler of dimension 3 meters by 16 meters</p> <p>Hydraulic tippers should have arrangement for unloading containers which are mounted on trailers or Hydraulic Container Unloaders(tilters) to be arranged, additionally.</p> <p>Since in the DCA we have to handle Trollies and TEUs only which are not more than 25 feet (7.6 meter) in length including tractors / container trailers, there is no need for 16 m long tippler. 9.3 m X 3.3 m standard size is sufficient.</p>	No changes required. Relevant provisions of DCA shall prevail.
75	DCA Schedule B Pre-storage silos	<p>2 hopper bottom silos of 250 Metric Tons (MTs) each or 1 hopper bottom silos of 500 Metric Tons (MTs) for Silos of all capacities under this Agreement equipped with stationary vents, aeration fans along with a provision of fumigation.</p> <p>As this is only transit storage, aeration fans along with provision of fumigation is not required. This will only add to cost. Rest is your decision</p>	No changes required. Relevant provisions of DCA shall prevail.

76	DCA Schedule B Bulk loading System	<p>The entire loading cycle of a 20 feet container by the tilter should not be more than /30 minutes, from the truck/trailer arriving at site to the truck/trailer leaving the site.</p> <p>Cycle time of 30 minutes is practically impossible to achieve considering number of activities involved (data entry, tare weighment, container tilting and filling, gross weighment etc.) and keeping in mind the safety factor. Minimum one hour cycle time is required otherwise it's not going to work. This was already discussed with the manufacturers of Container Tilter along with FCI officials in FCI office sometime back.</p>	No changes required. Relevant provisions of DCA shall prevail.
77	DCA Schedule B Road Connectivity	<p>The Silo complex should have good connectivity with the National Highway or Scheduled State Highway or a Major District Road or any other public roads through a paved road with a width of not less than 7 meters.</p> <p>All such Public road must be two-way pliable for heavy vehicles and should also have width of not less than 7 meters.</p> <p>Though FCI has given minimum 7 meter width for road connectivity, but to handle containerized movement, minimum 30 feet wide road is required to handle incoming & outgoing container trailors. Moreover, some State Govts have also mandated this requirement of 30 feet road to grant the CLU. In order to bring all the prospective bidders at par from costing point of view it is requested to clarify this point.</p>	No changes required. Relevant provisions of DCA shall prevail. Minimum width has been specified.
78	DCA Schedule B	<p>Railway Platform size is mentioned as 900x50m. Is there any specific reason behind it or we can reduce the platform width as per actual requirements of Reach Stacker path with 2 container storage?</p> <p>The authority had clarified in the phase 1 DBFOT (Hub & Spoke) tenders that the minimum CRT size can be 750x 25 m In our opinion this is adequate size of platform to handle containers. Therefore it is suggested to reduce the size to 750 x 25 m. This will lead to lower bid price.</p>	No changes required. Relevant provisions of DCA shall prevail.
79	DCA Schedule c	<p>3. Design basis & Specifications for all disciplines</p> <p>7.Laboratory for Lab testing :Adequate numbers of Hydraulic Truck Samplers to be provided to ensure collection of requisite number of samples per hour.</p> <p>Do you mean Automatic Sampler Probe (Robotic type) to draw samples from bulk cargo vehicles without human intervention? Kindly specify the number of Hydraulic Truck Samplers to be considered to bring all the bidders on the same page.</p>	No changes required. Relevant provisions of DCA shall prevail. The Bidder need to make provisions for the sufficient number of the Hydraulic Truck Samplers as per the Project's requirement and standard industry practices
80	DCA Schedule c	<p>The Container Depot will have the following components:</p> <p>Land on one side of the railway line shall be kept for Offices of FCI & other facilities and on the other side of the rail line, the land shall be kept for truck movement and parking.</p> <p>It will be very difficult to design the container depot with such pre conditions. Since it is a DBFOO project, the design should be left to the Concessionaire. Secondly pls clarify the meaning/ requirement of "Offices of FCI".</p>	No changes required. Relevant provisions of DCA shall prevail. The Schedule C is self explanatory.

81	DCA Schedule E	<p>Schedule E: Grain Acceptance Specifications II. Acceptable limit for Paddy</p> <p>Mention of Paddy seems to be a clerical mistake. Kindly delete it.</p>	<p>Please refer addendum.</p> <p>Please refer definition of "Food Grains" as per Article 1 of DCA</p>
82	DCA Schedule E	<p>The Schedule shows the maximum permissible limits of different Refractions in Fair Average Quality (FAQ) of Food Grain, as notified in 2020-21. The FAQ norms are notified every year. The FAQ for the applicable year needs to be complied with.</p> <p>These are FAQ specifications meant for Godown/ Conventional Storage and not for Silos. In Silos, as you know, the following conditions are fixed by FCI. So, please change it accordingly.</p> <ol style="list-style-type: none"> 1. Moisture content above 12% should not be accepted. 2. Stock having live infestation should not be accepted 3. Stock having weevilled grain should not be accepted. 	<p>Please refer addendum</p> <p>No changes required. Relevant provisions of DCA shall prevail</p>
83	RFP	<ol style="list-style-type: none"> 1. As per RFP document, container will be loaded or unloaded from the proposed spoke silos. Please confirm that container service provider will be appointed by the Authority for handling and transportation of container. 2. Kindly also confirm that whether the dedicated food grade container will be utilised, or normal containers will be utilised for loading and unloading of foodgrain. 3. In case of normal container, as the foodgrain shall be handled in conventional containers, who will be responsible for putting or replacing the food grade liners inside the containers. Kindly confirm. <p>Please clarify</p>	<ol style="list-style-type: none"> 1. The Authority shall either itself provide containers or appoint Container service provider for handling & transportation of containers. Only the operations of loading & unloading within the Silo Complex is the responsibility of the Concessionaire 2. As cited at point no. 1 in reply to this query, the containers will be the prerogative and responsibility of the Authority or the service provider appointed by the Authority 3. As cited at point no. 1 in reply to this query, the containers will be the prerogative and responsibility of the Authority or the service provider appointed by the Authority.
84	RFP 1.1.8	<ol style="list-style-type: none"> 1) The Selected Bidder shall identify and procure/arrange the site/land parcel for at least [80%] of the locations in the Project anytime within a period of [270 (two hundred and seventy)] days from the date of signing of the Concession Agreement. 2) Identification of the Site for at least [60%] Silo Complex(es) as required within [240 days] of signing of Concession Agreement. 3) If applicable, for Hub Silo Complex, achievement of in-principal approval from Railways within 240 days. <ol style="list-style-type: none"> 1) In case of HUB locations, the land acquisition is time consuming process. It is suggested that time line should be changed from 270 to 360 days with extension of 90 days without damages. 2) Number of days should be increased from 240 to 270. 3) Number of days should be increased from 240 to 270 with extension of 90 days without damages. 	<p>No change is required, Relevant provisions of DCA shall prevail.</p>

85	RFP 1.1.1	<p>Estimated Project Cost of the projects</p> <p>The Estimated Project Cost as provided are based on very old construction rates. In 2024, these costs do not hold good. All prices of Plant & Machinery, Shipping cost, Railway cost, civil cost, Steel prices etc are already very high. You are requested to revise the costs accordingly to bring all the bidders on the same page.</p>	<p>Refer Clause 1.2.7 and Clause 2.5.1 of RFP.</p> <p>Bidder need to conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP.</p>
86	RFP 1.2.2	<p>As part of the Bidding Process, the Bidders (the “Bidders”) are being called upon.....The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.</p> <p>This clause contradicts the Clause 1.3 Schedule of Bidding Process - where Validity of Bid is mentioned as 180 days. Please clarify.</p>	<p>Please refer addendum</p>
87	General Point	<p>In the list of locations, it is not mentioned which location shall be Producing area and which shall be Consuming area location?</p> <p>Please clarify because the facility design may vary accordingly</p>	<p>In the present context, Haryana (all locations), Rajasthan (Hanumangarh Junction, Sangariya, Pilibanga, Hanumangarh Town, Srivijaynagar, Sriganganagar, Kota and Bundi Locations) are Procuring silos whereas, remaining locations except the above mentioned locations in the NIT are Consuming silos.</p> <p>The above scenario may change in future depending upon production and procurement in a particular location/state. As such, required flexibility in design may be provisioned.</p>
88	Appendix - X	<p>Reference areas for land are very stringent because it would be very difficult to find suitable land within so much restrictions in the targeted land.</p> <p>A) In Haryana, it is asked to find land within 5 km from mandi b) in Mustafabad, land should be between Mustafabad & Jagadhri c) In Jagadhri, it is being asked at a too specific area with hardly any land available d) In Rajasthan, within 10 kms from specifically mentioned Railway stations or mandis</p> <p>Such conditionally situated lands will be difficult to purchase. It is suggested as under: a) Haryana- anywhere in the revenue district because once Silos are created, that unit itself becomes mandi. So, there is no need to link it with any mandi b) Rajasthan- anywhere in the revenue district on the same logic explained above</p>	<p>Please refer Appendix - X of RFP.</p> <p>No change is required, Relevant provisions of RFP shall prevail.</p>
89	DCA 25.3.7	<p>It is mentioned that jurisdiction will be Delhi or the State where Silo unit will be situated</p> <p>It is suggested that the jurisdiction should only be Delhi</p>	<p>No change is required, Relevant provisions of DCA shall prevail.</p>

90	RFP Clause 1.1.5 Page 10	<p>The Project should have facility for both intake/receipt and offtake/issue/dispatch by road, rail in Bulk and Bag form. In case of consuming silos, where, as of now, offtake/issue/dispatch in bulk form is not required, but suitable provision for the same shall be made as and when required</p> <p>It is mentioned that as of now, offtake/issues/dispatch in bulk form is not required in consuming but suitable provision for the same shall be made as and when required.</p> <p>In this regard, please clarify that whether this requirement shall be covered under Change of Scope or the cost of same has already been captured in the Project Cost.</p>	As enumerated in Clause 1.1.5 of RFP, such provisioning is required to be kept in case of consuming silos also. Concessionaire has to provide the facility as and when required and appropriate clause upon such provisioning will be applicable.
91	RFP Clause 2.2.4 Page 22	<p>Experience: Construction Experience: The Bidder shall have requisite Construction Experience. In the event that the Bidder does not have the requisite Construction experience, it shall either enter into a formal agreement, with an entity having requisite experience pertaining to the Concessionaire's construction obligations as provided in the Concession Agreement, failing which, the Concession Agreement shall be liable to termination. This formal agreement is required to be submitted prior to issuance of LOC (Letter of Commencement). It is to be noted that the experience of Construction of any infrastructure sector may be considered</p> <p>The Bidder shall have requisite construction experience" needs to be clarified as the criteria for Technical Capacity for demonstrating experience has been deleted from the RFP</p>	Relevant provision of RFP is self-explanatory. The experience of construction of any infrastructure sector is sufficient
92	RFP Clause 1.3 Page 16	<p>Schedule of Bidding Process: Bid Due Date</p> <p>The scheduled Bid due date may be extended by min 60 days as before submission of the bid, the prospective bidders will have to survey all 66 locations for assessing cost & suitability of the land parcels which is a time-consuming exercise.</p>	Please refer addendum
93	NIT	In the list of 66 locations under 18 Projects, it is not mentioned which location shall be under Producing area and which shall be under Consuming area? Please clarify because the facility design would vary in accordance with the configuration of the Silo complex.	In the present context, Haryana (all locations), Rajasthan (Hanumangarh Junction, Sangariya, Pilibanga, Hanumangarh Town, Srivijaynagar, Sriganganagar, Kota and Bundi Locations) are Procuring silos whereas, remaining locations except the above mentioned locations in the NIT are Consuming silos. The above scenario may change in future depending upon production and procurement in a particular location/state. As such, required flexibility in design may be provisioned.

94	DCA Article 1 Definitions And Interpretation Page 20	<p>“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 shall for the purposes of this Agreement including convertible instruments or other similar forms of capital, which shall compulsorily convert into equity share capital of the Company, and any interest free funds advanced by any shareholder of the Company for meeting such equity component</p> <p>As per DCA, Convertible Instruments are allowed at SPV level as acceptable investment instrument. However, same is not provided in the RFP for evaluation of the bidder’s Net Worth.</p> <p>Therefore, it is requested to include Compulsory Convertible Instruments as part of Equity investment at RFP level also for evaluation of the bidder’s Net Worth. It is a standard practice across all PPP projects in bids announced by various ministries.</p>	<p>No changes required. Relevant provisions of RFP and DCA shall prevail. Please refer Clause 2.2.7 (b), for the definition of the Net Worth.</p>
95	DCA Clause 4.1.2 (e) Page 40	<p>arranged Site/Land parcel for at least [80%] of the Silo Complex(es) of the Project and approach road& other connectivity as required and submitted all the required documents to the satisfaction of the IE&A regarding its unencumbered ownership or registered lease or sublease and usage rights on the same and in compliance with specifications as per the Standards and Specifications on size, accessibility and other factors</p> <p>Timelines for identification of Site for at least [80%] silo complex(es) as required within 270 days of signing of the Concession Agreement is not adequate as the total number project are 66 locations.</p> <p>Request to kindly extend the timelines to 360 days and further extension of 90 days without damages may be considered thereafter & should not be connected to fulfilment of following conditions:</p> <ol style="list-style-type: none"> a. Submission of Performance Security within [30 days] of signing of the Concession Agreement b. Identification of the Site for at least [60%] Silo Complex(es) as required within [240 days] of signing of the Concession Agreement. c. If applicable, for Hub Silo Complex, achievement of in-principal approval from Railways within [240 days] <p>Further, necessary changes may be done in Article 9 regarding submission of Performance Security.</p>	<p>No changes required. Relevant provisions of DCA shall prevail.</p>

96	DCA Clause 4.1.2 (g) Page 40	<p>For each of the Silo Complex for which Site is available, submitted the Designs and Drawings along with a construction plan, specifying its construction methodology, procurement, engineering and construction plan, construction time schedule and quality assurance procedures (together "Construction Plan") complying with the Standards and Specifications, capacities as per Schedule Band all Applicable Permits procured by it for carrying out the Construction Works related to the Silo Complex to the IE&A and the Authority; and</p> <p>It is to inform you that drawings, designs, procurement is an ongoing process in any construction project. Further, construction plan & schedule also vary depend on many external facts.</p> <p>This clause may be removed from Conditions Precedent and add in Project Implementation Article no. 10 as the Design & Drawing part will come only after fulfilment of other Conditions Precedent.</p>	No changes required. Relevant provisions of DCA shall prevail.
97	DCA Clause 4.1.2 (h) Page 40	<p>For each Silo Complex for which Site is available, procured all Applicable Permits under the Applicable Laws so that the construction can commence, without any hindrance.</p> <p>Once the requisite land parcel is procured by the Concessionaire & fulfilled all other CPs then it's Concessionaire's responsibility to procure all applicable permits to commence the construction.</p> <p>Therefore, it is requested to remove this point from Conditions Precedent and add in Project Implementation Article no. 10.</p>	No changes required. Relevant provisions of DCA shall prevail.
98	DCA Clause 4.5.1 (b) Page 43	<p>(b) For each such Project Location, seek Descoping of such Project locations from the Project, by paying one-time Damages equal to [2.50(two point five)] times the Proportionate Performance Security of each Silo Complex. It is hereby clarified that for the purpose of this Clause 4.5.1(b), Descoping shall only be allowed for Spoke Project Location / Spoke Silo Complex and Descoping for Hub Project Location / Hub Silo Complex shall not be permitted.</p> <p>For avoidance of doubt may please clarify, "upon descoping of spoke project location and payment of damages by the Concessionaire, will there be any impact on the accepted fixed storage charges for the remaining locations under the project"</p>	Annual Fixed Storage Charges are to paid as per the constructed silo capacity on MT basis. In case of descoping of locations, the constructed capacity would reduce and Annual Fixed Storage Charges shall be paid for reduced capacity.

99	DCA Clause 5.9.2 Page 53	<p>The Concessionaire undertakes to ensure minimum Local Content in the Project of at least [50%] duly complying with the provisions of Make in India policy, by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, vide Order on "Public Procurement (Preference to Make in India) Order 2017- Revised" vide its latest order No. P-45021/2/2017-PP(BE- II) Dated 16.09.2020, as amended or modified till seven days prior to the Bid Due Date. The aforementioned policy would apply at the Project level i.e., including construction, silo bin and MHE component along with other incidental cost, excluding land cost and civil work</p> <p>In this clause, it is mentioned that policy would apply at the project level i.e., including construction, silo bin and MHE component along with other incidental cost, excluding land cost and civil work.</p> <p>In this clause, please clarify the meaning of construction and what all covered under Construction. Further, Civil work should also be considered under project cost while calculating min 50% Make In India provisions.</p>	<p>For definition of "Construction Works" please refer Article 1 of DCA.</p> <p>The concessionaire should ensure fulfilment of 50% Local Content clause at the SILO Complex Level exclusive of civil works and land.</p>
100	DCA Clause 11.5.6 Page 85	<p>The Concessionaire shall be responsible for storing the Food Grain in compliance with Standards and Specification and within FAQ norms for a maximum period of 4 (four) years from the date of receipt. Beyond this period, the Concessionaire shall take all reasonable effort to maintain the quality of the Food Grain, however, without attracting any liability for loss in quality.</p> <p>In the earlier contracts, the maximum storage period was 2 years. We suggest it should remain 2 years.</p>	<p>No changes required. Relevant provisions of DCA shall prevail. Please refer Clause 11.5.6 of DCA.</p>
101	DCA Clause 11.6.6, 11.6.7 Page 86	<p>11.6.6. [In the event the Food Grain is to be dispatched in bulk form, the Concessionaire shall move the required quantity as per Dispatch Notice to the Bulk Loading System, as specified in Schedule B, and load Food Grain onto the bulk vehicles/container.]</p> <p>11.6.7. [In the event the Food Grain is to be dispatched in bulk form by road, the Concessionaire shall move the required quantity, in batches, as per Dispatch Notice to the Bulk Loading System, as specified in Schedule B, for bulk loading of trucks/container or any other vehicle carrying Food Grain.]</p> <p>Both clauses look similar from operations point of view. Please clarify if there is any difference in both clauses.</p>	<p>Contents of both the clauses are similar. Relevant applicable clause shall be considered.</p>
102	DCA Clause 12.16.1 Page 100	<p>The Concessionaire shall not undertake or permit any form of commercial advertising, display or hoarding at any place on any of the Site(s), without the express consent of the Authority.</p> <p>Being a DBFOO projects, we believe Concessionaire can put company name & logo at site without any prior permission from Authority. Kindly confirm.</p>	<p>Clause 12.16.1 of DCA is amply clear.</p>

103	DCA Clause 15.1.4 Page 108	<p>—The Fixed Storage Charge, in Rs/ Ton/ year, shall not be indexed till COD and will be applicable for the first FY of operation</p> <p>Since there is a long gestation period from bid stage till COD, it is suggested that the quoted Storage Charges should be indexed to inflation at the time of COD. This would also be in the benefit of FCI because you can expect more competitive bid rates with this change.</p>	No changes required. Relevant provisions of DCA shall prevail.
104	DCA Clause 15.1.4 Page 108	<p>—Reduction in Storage Charge by 2% every year i.e. 98%, 96%, 94%. and so on up to 30 years. This results in negative cash flow in the later years of concession—</p> <p>It is suggested that this 2% annual reduction condition should be removed. This would benefit the Authority in terms of low storage charges.</p>	No changes required. Relevant provisions of DCA shall prevail. Please refer Article 15 of DCA.
105	DCA Clause 15.4.2 Page 112	<p>Unless otherwise provided in this Agreement, the Invoices shall be payable within 30 (thirty) days from the date of submission of the Invoice to the Authority under an acknowledgement ("Payment Due Date").</p> <p>30 days payment cycle is too long. Please reduce it to 15 days</p>	No changes required. Relevant provisions of DCA shall prevail.
106	DCA Clause 15A Page 116	<p>Designated Bank Account</p> <p>As per the contents provided in the DCA, it looks that the conditions of designated bank account agreement match with escrow agreement. Please clarify the difference between escrow agreement & designated bank account agreement.</p>	Relevant provisions of DCA shall prevail.

107	DCA Clause 23.1.1 Page 150	<p>— 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 Rs. 50 lakh (Rs fifty lakh) and 0.5% (zero point five percent) of the annual Fixed Storage Charge for the Project in any Financial Year during the Operation Period —</p> <p>As per Article 1 DEFINITIONS AND INTERPRETATION of DCA, the Change in Law” means the occurrence of any of the following after the due date of the Bid:</p> <p>(a)the enactment of any new Indian law;</p> <p>(b)the repeal, modification or re-enactment of any existing Indian law;</p> <p>(c) the commencement of any Indian law which has not brought into effect until the dateofBid;</p> <p>(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or</p> <p>(e) any change in the rates of any of the Taxes as defined herein that have a direct effect on theProject;or</p> <p>(f)imposition of new Taxes on the revenues of theConcessionaire;or</p> <p>(g) launching of a new subsidy scheme by the Government of India or inclusion of Project as part of an existing subsidy scheme of GovernmentofIndia.</p> <p>Hence, any change in law during construction period should also be considered and benefit should be pass on to Concessionaire to put the Concessionaire in the same financial position as it would have occupied had there been no such Change in Law.</p> <p>Please clarify or amend the clause suitably.</p>	<p>Please refer Clause 23 of DCA, it is self-explanatory.</p> <p>No changes required. Relevant provisions of DCA shall prevail.</p>
108	DCA Schedule B: Project Facilities - Laboratory for quality testing Page 169	<p>Adequate numbers of Hydraulic Truck Samplers to be provided to ensure collection of requisite number of samples per hour.</p> <p>(a) Are these Hydraulic Truck Samplers required in all both producing & consuming silo complexes? In procuring regions, samplers can be used only when grain brought in open truck/trolleys. Hydraulic Truck samplers can be used in case of bagged & containerized movement.</p> <p>(b) Further, are these samplers required in all capacity of silo complex or only in big size of silo complex over 50,000 MT?</p> <p>(c) It is requested to specify the number of equipment to be provided instead of just writing 'adequate' nos. as this may impact the overallprojectcost.</p> <p>Please clarify the requirement in detail.</p>	<p>(a) Relevant provisions of DCA shall prevail.</p> <p>(b) Samplers are required In all Silos.</p> <p>(c) Relevant provisions of DCA shall prevail.</p>

109	DCA Schedule B: Project Facilities - Bulk Loading System Page 170	<p>For Loading of container in Procuring Region silos: The container tilter shall be used for receiving the container, locking its doors in open condition and tilting it up to 90 degrees so that the loading of grains in the container can be done in a vertical position through the grains elevator and connecting chute. The machine for tilting and loading should be safe in all aspects to prevent any accident at the site. The entire loading cycle of a 20 feet container by the tilter should not be more than /30 minutes, from the truck/trailer arriving at site to the truck/trailer leaving the site. Maximum safe working load should be 35,000 Kgs</p> <p>Cycle time of 30 minutes is practically impossible to achieve, considering number of activities involved (data entry, tare weightment, container tilting and filling, gross weightment etc.) and keeping in mind the safety factor. Minimum one hour cycle time is required otherwise it may not work. Please amend suitably.</p>	No changes required. Relevant provisions of DCA shall prevail.
110	DCA Schedule B: Project Facilities - Pre- storage silos Page 170	<p>2 hopper bottom silos of 250 Metric Tons (MTs) each or 1 hopper bottom silos of 500 Metric Tons (MTs) for Silos of all capacities under this Agreement equipped with stationary vents, aeration fans along with a provision of fumigation.</p> <p>Are these hopper bottom silos required in both producing & consuming silo complexes?</p> <p>Kindly clarify.</p> <p>(a) It is suggested to remove the requirement of pre-storage silos as same are not needed in both Procuring & Consuming locations.</p> <p>(b) As the Foodgrain will be stored only for a short span in Pre-storage Silos before transferring to Long Term Storage Silos, it may be confirmed that they need to be equipped with stationary vents, aeration fans along with provision of fumigation.</p>	No changes required. Relevant provisions of DCA shall prevail.
111	DCA Schedule B: Project Facilities - Grain Intake System Page 170	<p>The unloading area should have at least two hydraulic tippler of dimension 3 meters by 16 meters each for 25000/ 37500/ 50000/ 62500 MT and three hydraulic tippler of dimension 3 meters by 16 meters each for 75000/100000/125000/150000MT capacity. Hydraulic tippers should have arrangement for unloading containers which are mounted on trailers or Hydraulic Container Unloaders(tilters) to be arranged, additionally.</p> <p>The foodgrain is expected to arrive at the silo complex in bags & bulk through trucks/container mounted on trailer, trolleys etc. Incase of receipt of foodgrain in bulk through trucks/ container mounted on trailer/ trolleys, the hydraulic tippler can unload the foodgrain in intake pits and as such necessity for provision of hydraulic container unloaders (tilters) is not understood. This may kindly be clarified.</p> <p>However, Hydraulic tilters will be made available in procuring regions as per the Bid Documents.</p>	Please refer Schedule B of DCA.

112	DCA Schedule B: Project Facilities - Bulk Loading System Page 171	<p>In case of Consuming Region Silos: The Concessionaire may design the specifications and layout in such a way so the provision of bulk loading system with tilter can be made in consuming silos in future as and when there is need without any major change in Silo design</p> <p>It is mentioned that as of now, offtake/issues/dispatch in bulk form is not required in consuming but suitable provision for the same shall be made as and when required.</p> <p>In this regard, please clarify that whether this requirement in future shall be covered under Change of Scope. & cost will be reimbursed to Concessionaire at the time of its provision as and when required.</p>	As enumerated in Clause 1.1.5 of RFP, such provisioning is required to be kept in case of consuming silos also. Concessionaire has to provide the facility as and when required and appropriate clause upon such provisioning will be applicable.
113	DCA Schedule B: Project Facilities - Road Connectivity Page 172	<p>The Silo complex should have good connectivity with the National Highway or Scheduled State Highway or a Major District Road or any other public roads through a paved road with a width of not less than 7 meters.</p> <p>All such Public road must be two-way pliable for heavy vehicles and should also have width of not less than 7 meters.</p> <p>To handle containerized movement, min 30 feet wide road is required to handle two-way movement. Therefore, 7-meter-wide road may not be sufficient. Please clarify</p>	No changes required. Relevant provisions of DCA shall prevail. 7 meters is the minimum width specified. In case, more width is required it may be considered as per the design of the concessionaire
114	DCA Schedule C: Standards and Specifications - Vehicle Parking Page 180	<p>For Silos in procuring regions, area sufficient to allow for parking of 3- axle trucks of 40 (forty) nos. for 25000/37500 MT capacity; 60 (sixty) nos. for 50000/62500/75000/100000MT capacity and 80(eighty) for 125000/150000MT capacity silos, 10 (ten) cars & 24 (twenty four) two wheelers. The same space may be used for parking of containers also.</p> <p>As per stipulation in the DCA, truck parking space may be used for parking of container. Please confirm whether the Container storage area can also be used for vehicle parking.</p>	No changes required. Relevant provisions of DCA shall prevail.
115	DCA Schedule C: Standards and Specifications - Bags Storage warehouse Page 187	<p>Warehouse of covered storage capacity of at least 800 MT of Food Grain each for 25000/37500/50000/62500 MT capacity silos; at least 1000 MT of Food Grain each for 75000/100000 MT capacity silos; at least 1200 MT of Food Grain each for 125000/150000MT capacity silos, which should be fire proof and rodent proof. Plinth level and aeration should be as per FCI/CWC specification</p> <p>What is rational behind rodent proof warehouse. As per our knowledge & experience, no ware house can be rodent proof. Rodent can be controlled with different type of treatment. Further, Fire Fighting equipment will be installed to cover the risk of fire but the entire warehouse can't be fire proof. Please clarify.</p>	No changes required. Relevant provisions of DCA shall prevail.

116	DCA Schedule C: Standards and Specifications - Bulk Loading system/ Page 188	Two bulk loading stations (each with tilting equipment) each with one silo of minimum 50 MTs or a common silo of minimum 100 MTs to be provided for loading trucks/container or other vehicles carrying Food Grain in bulk with weighment facility to weigh the grain while loading for 25000/37500/50000/62500 MT capacity Silo. As per the stipulation in the DCA, only 20 feet containers will be put in use for loading & transportation of food grain. It may please be confirmed that container larger than 20 feet will not be put in use for loading & transportation of food grain.	No changes required. Relevant provisions of DCA shall prevail.
117	DCA Schedule I: Storage and Handling Charge Page 200 - 201	Base Unit for Bag Handling Charges Base unit rate for Bag Handling Charges have not been indexed as per CPI (Industrial Worker) during past 5 years. Since, the Authority has revised the variables charges as per latest price index in the recent tenders, we hereby request the Authority to revised the Base unit rate for Bag Handling Charges as per latest CPI (Industrial Worker).	No changes required. Relevant provisions of DCA shall prevail. Please refer Article 15 and Schedule I of DCA.
118	DCA Schedule K : Performance Security Page 216	The Bidder shall submit the copy of SFMS message as sent by the issuing Bank branch along with the original bank guarantee. The SFMS details provided in the PBG format are for FCI, HQ only. However, the Authority always directed the Concessionaire to submit PBG at concerned FCI Regional Offices. Due to this, most of the time, we have to amend the SFMS document which delays the confirmation process. Therefore, it is suggested to kindly accept the PBG document at FCI, HQ as Bid Security shall be returned by FCI, HQ only.	PBG is to be submitted to respective Regional Offices and necessary SFMS details of concern Regional Offices shall be shared at appropriate time
119	DCA	Weighment of Food grain received in bulk May please be clarified as to how the receipt of Food grain will be regulated before transferring/ storing into Long Term Storage Silos as there is no stipulation in the bid document to provision of measuring device for weighment of loaded into long term storage silos. Or the tare weight & gross weigher measured at the lorry weighbridge can be considered as weighment of food grain received in bulk.	Please refer Clause 11.7 of DCA.
120	DCA	Usage of Other Railway Wagons in the Facility The design & layout of silo facilities are for receipt & dispatch of grain in containers. It may please be clarified whether the facility shall exclusively be developed to handle container trains only or bagged rake may also be required to handle.	In case of HUB silos, the container depot facility is primarily be developed for handling container trains. However, in case of exigencies, bagged rake may also be required to handle
121	DCA	Please clarify regarding the type of container that is proposed to be utilised for bulk loading & transportation. Drawing & size of the container proposed to be used for the purpose may be shared in order to understand the working.	Standard 20 Ft Container (TEU) shall be utilized for bulk loading and transportation. The drawings and size shall be as per relevant ISO standards

122		Design Requirements for Procurement for Procurement Area and consumption Area How different for Hub & Spoke, Please specify .	The concessionaire/Bidder is required to design the facilities themselves as per broad specifications provided in the Bid documents keeping output requirements. Being DBFOO Procurement mode, the concessionaire/ Bidder shall be solely liable for complies of all requirements related to the Project as per the standards and specifications
123		Will the authority accept Third Party FD endorsed in favor of FCI instead of Bank Transfer or Bank Guarantee against Bid Security.	Third party FD is not accepted. Please refer Clause 1.2.6, 2.1.5 and 2.1.6 of RFP
124		Within 10 km from the respective railhead for forward movement towards Delhi .*(सिरसा के लिए यह लिखा है इसका क्या मतलब है) इसका मतलब सिरसा से दिल्ली की तरफ बढ़ते हुए दस किलोमीटर के भीतर जगह लेनी है । यहा respective rail head का क्या मतलब है । क्या यह सिरसा से लेना है या उससे अगले लूप स्टेशन से दस किलोमीटर के भीतर ले सकते है ।	Respective Railhead is to be taken as Sirsa only
125		Will FCI allow Railway siding on both the side of Loading Platform at the HUB Location, if Railway authority agrees to it.	No changes required. Relevant provisions of DCA shall prevail.
126		Once LOA is issued to a single entity (Bidder) by the authority, can the single entity bidder allow other companies (including foreign companies) / individuals for equity participation in the SPV company to be incorporated following LOA	Selected bidder has to incorporate the SPV. Please refer clause 2.2.8 of RFP.
127		Does the concessioner have any role to play in getting the spoke and hub site declared as mandi/ purchase center for directly purchase from the farmer under the state agriculture marketing act ? This will be applicable in procuring area only	No role of Concessionaire is envisaged in this regard.
128		Transportation of the containers with in the hub campus i.e. from the container filling point to the rake loading platform shall be arranged by FCI or by the concessioner ?	The Authority shall either itself provide containers or appoint Container service provider for handling & transportation of containers. Only the operations of loading & unloading within the Silo Complex is the responsibility of the Concessionaire
129		Main Silo (12500 MT Capacity) life is mentioned as thirty years (Page 177 of agreement.)against guarantee period of Thirty-five Years (Including the construction period of 2 Years) .In our View it should match. Please clarify	No changes required. Relevant provisions of DCA shall prevail.
130		The net worth of company in bid require capacity of more than one project are sum of all the project of Highest capacity of project	Bidder is required to meet Financial capacity as per the requirement of each individual project.
131		The fix charges are quoted yearly - but the payment are made every monthly of yearly	No changes required. Relevant provisions of DCA shall prevail.
132		Variable charges calculation	Question raised by the bidder is not clear. Relevant provisions of DCA shall prevail. Please refer Article 15 and Schedule I of DCA.

133		Handling Charges calculation are not clarified	Relevant provisions of DCA shall prevail. Please refer Article 15 and Schedule I of DCA.
134		Final Location in District place are not given - land price are affected by final location	No changes required. Relevant provisions of DCA shall prevail.
135		<p>FCI EXPOSURE AND RFQ does not mention about the following: In the year 2022, Tenders for over 3.5 million tons have been allotted to various successful bidders. These are now works in progress of various contractors who bid during that time and secured them. As we understand from the market, these tenders are not anywhere near commissioning now.</p> <p>With this huge back log, How is FCI treating this? Can these parties, furnishing the 25% of the project cost of current tenders apply for new tenders overlooking the exposure they already carry?</p> <p>HAS FCI ANY CLAUSE IN THE RFQ TO CONTAIN THIS THIS OVER-EXPOSURE?</p>	No changes required. Relevant provisions of DCA shall prevail.
136		<p>That from the bid document it is apparent that there are different projects at different locations.</p> <p>Question: can the bidder or his consortium apply for different projects at one time? Please clarify</p>	Yes, bidder can apply for more than one project as per his net-worth.
137		<p>That from the bid document at page 21 and 22 of the RFP, we understood that only financial documentation is required to be submitted with bid and the technical clause is deleted therefore, compliance regarding experience about construction is required to be submitted after acceptance of bid but prior to issuing of LOC and compliance regarding O & M experience is required to be submitted after COD. Please clarify about the said requirement and our understanding regarding the same.</p>	<p>Relevant provision of RFP is self-explanatory.</p> <p>Please refer Clause 2.2.3 and 2.2.4 of RFP.</p>
138		<p>An Annexure VI requires vendor details.</p> <p>Question: what does vendor details mean ? Whether details of the parties to SPV/AIF/Consortium who is bidding or any other person details ? Please clarify in this regard.</p>	Vendor Details means Bidder's details
139		<p>Regarding Stamp paper for POA and joint bidding agreement.</p> <p>Question: is Rs. 500 stamp paper sufficient?</p>	Stamp Paper to be executed on non-judicial stamp paper of the appropriate value in accordance with the relevant Stamp Act.
140		<p>MSME/Start up entities are exempted from paying any bid security charges in whatever be the form.</p> <p>Question: Whether bid security exemption is granted in case if the bidding entity is exempted from giving bid security under prevailing rules laid down by the Government.</p> <p>Request: the FCI can ask for relevant documents for claiming the exemption.</p>	No changes required. Relevant provisions of RFP shall prevail.

141	Concession agreement page 74 of 243 damages due to delay in project completion Question: there are 2 types of damages already spelt out in the concession agreement on page no 40 and 41 titled damages for delay by the concessionaire and damages for delay by the authority. If due to unforeseen circumstances these charges as on: page40/41 is levied, then there should be again no penalization to the concessionaire for resultant delay in completion at least authority should not charge for delay when delay happens due to the authority please consider and clarify. Further there should be no penalty for delay on account of change of scope.	No changes required. Relevant provisions of DCA shall prevail.
142	All kind of event of default and its mechanism should be brought at one place in order to avoid further disputes	No changes required. Relevant provisions of DCA shall prevail.
143	We kindly ask for an extension of time to address these challenge.	Please refer addendum
144	In case of Partnership Firm as Partner can own the property of the Partnership Firm in their personal name then, will the net worth of individual partner be considered ?	In case, the Bidder is a Partnership Firm, only its Net worth as appearing in its books of accounts will be considered. As the Partnership Firm is a separate entity, its own net worth will be considered
145	What all department's permissions / compliances have to be taken ?	Relevant provisions of DCA shall prevail.
146	Location "Project-7-Maharashtra-1 (Nagpur, Amravati, Akola and Buldhana)" is under Procuring Region or Consuming Region ?	In the present context, Haryana (all locations), Rajasthan (Hanumangarh Junction, Sangariya, Pilibanga, Hanumangarh Town, Srivijaynagar, Sriganganagar, Kota and Bundi Locations) are Procuring silos whereas, remaining locations except the above mentioned locations in the NIT are Consuming silos. The above scenario may change in future depending upon production and procurement in a particular location/state. As such, required flexibility in design may be provisioned.
147	The Tipping Points will be back to back (single hopper with loading from both sides) or inline ?	Relevant provisions of DCA shall prevail.
148	Is this project refinanced or sponsored by NABARD and giving some subsidy ?	No
149	Where can we access the publications made in response to the Pre-Bid Meeting ?	Refer clause 2.9 of the RFP
150	Have we to make provision in land procurement to be kept for converting Spoke location into Hub location at this bidding stage?	No
151	In Project-4 : Haryana-1 Project Location, it is mentioned that project location is to be within 5 kms from existing local Mandi. Land for some of the locations in this package, is not available within prescribed distance of 5 kms from existing local Mandi. The distance may be increased to 10 kms from the existing local mandi.	No changes is required. Please refer Appendix - X of RFP for reference area.
152	We will appreciate your providing us with any typical layout for HUB location showing facilities to be provided in Container Terminal.	The description of Container Depot is self explanatory.
153	The proposed land should be within how many kms. Of the Railway Goodshed ?	Please refer Appendix - X of RFP for reference area.
154	Can we opt for one single district or we need to apply for the entire group or bundle ?	Bidder is required to apply for the entire group / bundle. A Bidder cannot opt to choose a single location from a bundle.

155		If we apply for a complete bundle, how many days will be allotted for a single district to complete its work ?	All the locations in a single bundle have to be completed concurrently within stipulated time period mentioned in the DCA.
156		What is the total estimated project cost for DBFOO – Maharashtra 3 ? How is it derived ?	Please refer the RFP for DBFOO – Maharashtra 3. Please refer Clause 1.1.7 of the RFP.
157		Can you please share the entire Powerpoint presentation ?	The replies to the pre-bid queries will be uploaded online. All the content of the Presentation is already available in the RFP document.
158		There are many aspects which are not clear and need some more time to study the feasibility of locations. So we request you to give an extension to this tender.	Please refer to addendum
159		On page no 172/243 of Hub DCA regarding the "Indicative Conceptual Layout of 25,000 MT Silo" a silo of 4000 MT (Receiving/Pre Storage silo) is shown and there is no reference on it in Standards and Specification. Kindly confirm.	The layout provided in the DCA is indicative. The Concessionaire is required to conduct due diligence in considering the optimum design to satisfy the output requirements as per DCA. Please refer addendum for Indicative Conceptual Layout.
160		We as a Lotus Harvestec company is a start up venture since last three years and we provide end to end one stop solution to Silo investors and operators. Our Directors have professional experience in designing and operating silos of more than two decades. We feel we can offer our services to the new bidders for this tender. Please confirm.	The query sought by the Bidder is outside the scope of the RFP documents
161		I am writing on behalf of our Company to request a Extension for the tender submission date for the above subject tender. Due to unforeseen circumstances, we require additional time to finalize our proposal and ensure its comprehensive preparation. This extension will allow us to meet the Food Corporation of India's objectives and present a competitive bid. Granting the extension will also promote fairness in the bidding process by enabling other potential bidders to enhance their submissions. We assure you of our commitment to delivering a high-quality proposal. We kindly request your understanding and support in granting the extension. Thank you for considering our request.	Please refer addendum
162		Is any subsidy available from the Central Government regarding this project. If Yes, please provide us that information or the source from which we can collect the same.	No
163		Is there any benefit to MSME bidder under Central Government Procurement Policy.	No
164		Is the Net Worth criteria of the tender / bidding capacity considered with respect to total bundles to be bid ? Will Net worth be attributed to different bundles ?	The Bidder is required to meet the Net Worth criteria for a single bundle. In case of Bidder is bidding for multiple bundles, in such a case it should meet the Net worth criteria of the bundle of the highest Estimated Project Cost.
165		Is it required that the project site (Spoke) should be on the Main road / highway touch or it can be inside. Upto what distance internal can the site be.	Please refer Appendix - X of RFP for reference area.

166		Which are the exact locations radius for each of the city / villages within which the site should be located ?	Please refer Appendix - X of RFP for reference area.
167		Can any other activity be permitted within the project	As per relevant provisions of RFP and DCA
168		Any technical specification in relation to the gauge of the material / aluminium / steel to be used in building Silos ?	Please refer Standards and Specifications mentioned in Schedule C of DCA
169		Will this project be considered a Startup ?	No.
170		Tentative % of occupancy of the Silos, on the basis of past experience	The query is outside the scope of RFP
171		Can Individual net worth of directors can be merged in case of Pvt. Ltd. Company.	While evaluating the net worth of Bidder as a Company, the Net-worth of the directors cannot be considered.
172		Can the Net Worth of Partner and Partnership firms be merged ?	While evaluating the net worth of Bidder as a Partnership firm, the Net-worth of the Partners cannot be considered.
173		Please clarify Can one bidder/Consortium apply for all projects under DBFOO mode?	Yes subject to fulfillment of eligibility conditions under Clause 2.2 of RFP
174		If he clear all technical and financial bid. Is they have to choose one or two or they can go for all.?	They can go for all project in which they are being selected as the "Lowest Bidder"
175		What will happen in case only one bid will receive for project 1/2/3.../18?	In the event, Authority receives only one bid for each or all the Project 1, Project 2 Project 18, it may decide to go ahead as per the discretion of Authority.
176		Please Clarify consortium can be formed between Company and Directors (individual capacity) for considering both networth excluding company share held by directors?	Same may be permitted keeping overall requirements including shareholding etc. for Consortium members.
177		Can we consider market value for calculation of Net worth in case of individual member of consortium?	In case of Individual Person participating as a Bidder or a Consortium member, he/she is required to submit a certificate from Chartered Accountant certifying its Net Worth as on the preceding financial year and the value of assets and properties is to be certified by the Registered Valuer
178		Can Directors personal net worth consider under company net worth?	While evaluating the net worth of Bidder as a Company, the personal Net-worth of the directors cannot be considered.
179		Is project cost given by FCI includes land cost?	Please refer Clause 1.1.7 of the RFP.

180		Which site is procurement site, storage site and distribution site?	In the present context, Haryana (all locations), Rajasthan (Hanumangarh Junction, Sangariya, Pilibanga, Hanumangarh Town, Srivijaynagar, Sriganganagar, Kota and Bundi Locations) are Procuring silos whereas, remaining locations except the above mentioned locations in the NIT are Consuming silos. The above scenario may change in future depending upon production and procurement in a particular location/state. As such, required flexibility in design may be provisioned.
181		Can the concessionaire change the size/capacity of the main silos to meet the total capacity requirement of the hub model or spoke model ?	Please refer Schedule B of DCA - Long Term Storage Silos Configuration read with footnote
182		Will the Authority allow a bidder to construct the Silo facility (Hub or Spoke) in its existing terminal having Railway Siding/ PFT/ CRT/ ICD/ Silo unit if he can arrange extra land for this purpose?	The bidder can construct the Spoke Silos in any location falling in the reference area indicated in Annexure - X of RFP for that location. For Hub Silos provisions of DCA in this regard will prevail.
183		As per DCA, separate Entry and Exit Gates are asked for. Since this is a DBFOO Project and design of the facility is left to the Concessionaire, this pre-condition of separate Entry & Exit Gates should not be insisted upon. One can design a large gate which would be big enough to handle incoming & outgoing cargo without any problem.	Relevant provisions of DCA shall prevail. There should be enough space to handle incoming and outgoing cargo with separate entry and exit.
184		Escrow account mechanism must be included in the Contracts. This would be useful to both- Concessionaire as well FCI	Please refer Article 15A of DCA.
185		Provision of dedicated covered storage of xxx nos. of empty gunny bags must be clearly mentioned in xxx sq. meters. rather than mentioning that the Concessionaire will be responsible for safe storage of empty bardana.	No changes required. Relevant provisions of DCA shall prevail. Concessionaire has to ensure sufficient and appropriate space as per requirement of operations.
186	Schedule - A	Name of the village/town / city/Revenue District and distance from the designated mandi/Railway Stations/or any other reference point where the land (site) is located Distance from designated PFT/ CRT/ Railway station between which land (Site) is located Distance from Railway station is not given in the DCA & RFP. We request you to kindly clarify the same with regard to location and distance from Railway station.	Details required in Schedule A - Site , is to filled as per Appendix V of RFP and to be submitted by Concessionaire on or before the issuance of LOC. Once the Appendix V of RFP is submitted by the Concessionaire, it will be considered as part of Schedule A of the Concession Agreement.
187	Clause 15A.1.1 of DCA	As per Cl. 15A.1.1 of DCA, Designated Bank Account shall be opened and all payment will be through Designated Bank Account. Kindly clarify Designated bank account is same as Escrow account / Mechanism.	Please refer Article 15A of DCA.

188	General	Base line assessment report / feasibility report / DPR required to provide for reference purpose as well as to demonstrate the bid is reasonable to Lenders for Financial Closure after winning of the Project. We request you to kindly provide the same.	Refer Clause 1.2.7 and Clause 2.5.1 of RFP. Bidder need to conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.																																										
189	General	Maximum storage area of the grain required as 4 years needs to be review based on the feasibility/ practicality of the various factors. Kindly review the same and provide clarification of the same.	No changes required. Relevant provisions of DCA shall prevail.																																										
190	General	Land Area mentioned for each size of Capacity - Concessionaire must have liberty to optimize its requirement & allowed in less land also. Kindly check and confirm the same.	No changes required. Relevant provisions of DCA shall prevail.																																										
191	General	Grain / wheat specification to be considered while receiving the wheat at Silo complex from FCI Kindly provide the specification for the same	Please refer addendum.																																										
192	Clause 16.2.1	For Hub Silo Complex(es), the Concessionaire may use the Container Depot associated with that Hub Silo Complex for commercial activities other than related to the Project, provided: a) such usage shall not hamper the Operation and Maintenance of Silo Complex; b) ensure that their existing and future commercial activities do not adversely impact Operation and Maintenance of the Silo Complex ; and c) the Authority is given the right of first use for using the Container Depot for providing services to the Silo Complex, as and when required by the Authority, in accordance with the provisions of this Agreement subject to due notice specified under Clause 6.1.2; it is mandatory to provide railway connectivity with procurement of land for railway siding & platform; In case it is not feasible than kindly allow to Concessionaire for the Hub with providing transportation & loading / unloading at Concessionaire cost to make project viable & operational - kindly consider the request.	No changes required. Relevant provisions of DCA shall prevail.																																										
193	General	<p>In the Rajasthan bundle, the Jalor district is away from other district, details of distance matrix as tabulated below.</p> <table border="1"> <thead> <tr> <th colspan="2"></th> <th>To Kota</th> <th>To Bundi</th> <th>To Jhalawar</th> <th>To Bhilwara</th> <th>To Jalore</th> </tr> </thead> <tbody> <tr> <td>From</td> <td>Kota</td> <td>-</td> <td>39 Km.</td> <td>89 Km.</td> <td>158 Km.</td> <td>420 Km.</td> </tr> <tr> <td>From</td> <td>Bundi</td> <td>39 Km.</td> <td>-</td> <td>126 Km.</td> <td>139 Km.</td> <td>424 Km.</td> </tr> <tr> <td>From</td> <td>Jhalawar</td> <td>89 Km.</td> <td>126 Km.</td> <td>-</td> <td>229 Km.</td> <td>557 Km.</td> </tr> <tr> <td>From</td> <td>Bhilwara</td> <td>158 Km.</td> <td>139 Km.</td> <td>229 Km.</td> <td>-</td> <td>251 Km.</td> </tr> <tr> <td>From</td> <td>Jalore</td> <td>420 Km.</td> <td>424 Km.</td> <td>557 Km.</td> <td>251 Km.</td> <td>-</td> </tr> </tbody> </table> <p>It can be seen that the Jalor district is away from other district, hence kindly request that de-link this district Jalor from this bundle and it may be add to other bundle.</p>			To Kota	To Bundi	To Jhalawar	To Bhilwara	To Jalore	From	Kota	-	39 Km.	89 Km.	158 Km.	420 Km.	From	Bundi	39 Km.	-	126 Km.	139 Km.	424 Km.	From	Jhalawar	89 Km.	126 Km.	-	229 Km.	557 Km.	From	Bhilwara	158 Km.	139 Km.	229 Km.	-	251 Km.	From	Jalore	420 Km.	424 Km.	557 Km.	251 Km.	-	No changes required. Relevant provisions of DCA shall prevail.
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194	1.2.6 Bid Security	In case of Consortium Who Should Submit Bid Security? Can Either of Consortium member may submit Bid Security for the Bid?	As per RFP, it is mentioned that the Bidder is required to submit the Bid Security. Thus, the Bidder may submit the complete value of Bank Guarantee by way of separate Bank Guarantee(s), as per the format and provisions mentioned in the RFP document. However, separate BGs shall be issued in the name of Bidder (i.e. Consortium) only and it should be for the complete amount mentioned in the RFP and no shortfall is allowed.
195	2.2.4 Experience: Construction Experience	The Bidder shall have requisite Construction Experience. In the event that the Bidder does not have the requisite Construction experience, it shall either enter into a formal agreement, with an entity having requisite experience pertaining to the Concessionaire's construction obligations as provided in the Concession Agreement, failing which, the Concession Agreement shall be liable to termination. What is Criteria of This Construction Experience and if Required to enter to an agreement with entity when this agreement should be executed Is anything regarding this to be submitted in Bid.	Relevant provision of RFP is self-explanatory. The experience of construction of any infrastructure sector is sufficient. Please refer Clause 2.2.4 of RFP.
196	2.2.3 Sub clause : II. Financial Capacity	The Bidder shall have a minimum Net Worth (the "Financial Capacity") of 25%(Twenty five percent) of the total Estimated Project Cost for Project (refer clause 1.1.1) at the close of the preceding financial year Audited Financials for FY 2022-23 is not yet available. As per the Eligibility criteria mentioned in clause 2.2.3 (II:Financial Capacity) The Bidder shall have a minimum Net Worth (the "Financial Capacity") of 25% (Twenty five percent) of the total Estimated Project Cost for Project (refer clause 1.1.1) at the close of the preceding financial year. Since Audited Financial for FY 2022-23 shall be available by 30th September 2023, The extract of annexure annexed may please be refer to hereto wherein the due date for furnishing a return of his income for any assessment year is stipulated to be 31st Day of October u/s 139 Ch-XIV. Please clarify whether the clause of the preceding financial year be considered and taken into consideration as 2021-22 for evaluation of financial capacity?	Please refer Clause 3.5 (b) of RFP Document.
197	APPENDIX – VII of RFQ Financial Quote	The rates will be inclusive of all taxes (except GST). The GST would be borne by the FCI if applicable. Currently is There any GST applicable for billing in this project ? If Applicable what is rate to GST Chargeable ?	Relevant provisions of RFP and DCA shall prevail.
198	4.1.2.e of DCA Conditions Precedent (CP)	arranged Site/Land parcel for atleast [80%7] of the Silo Complex(es) of the Project and approach road & other connectivity as required and submitted all the required documents to the satisfaction of the IE&A What is the penalty of Descoping of a Location? (For Example there is 3 Location under a RFP and 2 location have been finalized 1 location remained descoped)	Refer Clause 4.5 of DCA
199	1.1.2 of RFP	This RFP treat the entire set of locations as a project and the selected bidders shall have to form a single SPV for the project It is requested that SPV formation of multiple SPVs(Location wise) may please be allowed to facilitate quick financial closure of individual project locations. Also it may help in reducing down the applicable ROI per project by a maximum 100 basis points. Thereby curtailing the entire project cost by at least 1 %	No changes required. Relevant provisions of RFP shall prevail.

200	Clause 1.1.1 of RFP: Location details:	In the RFPs the authority has provided consolidated estimated cost for allocations under one project. Request authority to provide the break-up of location-wise project cost for better understanding and preparing viable financial matrix for participating in the tender.	Refer Clause 1.2.7 and Clause 2.5.1 of RFP. Bidder need to conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
201	Clause 4.1.2 (a) of DCA: Performance Security	The timeline to provide performance security as per DCA is 30 days. This is not sufficient for the amount of security deposit that the concessionaire shall have to deposit due to bundling of the projects. Request authority to increase the time period to at least 60 days.	No changes required. Relevant provisions of DCA shall prevail.
202	Clause 4.1.2 (e) of DCA Land parcel acquisition	As per DCA, the authority shall issue LOC after the concessionaire acquires land parcel for 80% of locations in numbers. However, forgetting additional 90 days extension without damages the concessionaire must complete purchase of land parcels for 60% of locations in 240 days. We request authority to waive this condition as acquiring of land is a continuous process and additional 90 days shall have positive impact in closing the majority of the land parcels as initial paper work and negotiations, which is time consuming, has been completed at the first stage. The authority is requested to consider the 240 days cap and allow the concessionaire to apply on any date before completion of 270 days without any cap on land parcels acquired	No changes required. Relevant provisions of DCA shall prevail.
203	Clause 4.1.2 (h) of DCA: Applicable permits for construction	The authority already experienced and allowed waiver on getting applicable permits and clearances for issuing LOC to the concessionaire for the projects allotted in the previous tenders. Request authority to keep out the said clause on acquisition of the applicable permits and clearances as a pre-condition for issuing LOC. Also please indicate Clarence/permits required to be obtained for fulfilment of the above LOC	No changes required. Relevant provisions of DCA shall prevail.
204	Clause 4.5.2 (h) of DCA: Descoping of Projects:	As per the said clause the concessionaire can descopce 20% of locations (in Nos.) after making penal charges as per the DCA. Request the authority to clarify that this descoping of locations shall not have any impact on the annual Fixed Storage Charges and only the capacity shall be decreased for the locations descoped.	Annual Fixed Storage Charges are to paid as per the constructed silo capacity on MT basis. In case of descoping of locations, the constructed capacity would reduce and Annual Fixed Storage Charges shall be paid for reduced capacity.
205	Clause 10.8.1 of DCA Entry into Commercial Service	As per the said clause and discussions in the Pre-bid meeting, the authority shall takeover projects location wise as and when completed subject to the occurrence of harvesting season before the stipulated construction time period for the project. The authority shall also make payment of 95% of the Fixed Charges before getting final COD for the project. However, the DCA is silent on the status of project on the following condition: a. While delivering projects location-wise and considering some locations become operational with grains in the silos before final COD for the project, if the concessionaire fails to deliver some projects that falls below 80% of locations in numbers, then what shall be the status on the whole project? b. Under similar conditions if the concessionaire fails to meet the Local Content clause due to force closure of some locations planned at initial stage but meets the 80% condition for locations in numbers as per DCA, then what shall be status on the project COD?	Relevant provisions of DCA shall prevail.

206	Additional concern	a. During the pre-bid meeting it was discussed that the capacity shall be decreased by 2% every year. Request authority to clarify on the 2% decrease in capacity as mentioned in the meeting. As per the tender documents the capacity shall remain constant for 30 years.	Please refer Clause 15.1.4 of DCA.
207	Extension of Bid Due Date	Since before tender we have visit all the locations and get- the cost estimation and feasibility of railway siding, we request you to kindly extend the bid due date for atleast 6-8 weeks further	Please refer addendum
208		Please clarify Escrow mechanism	Please refer Article 15A of DCA.
209		For a silos complex the payment toward fixed storage charges, its Clarify that payment is released on the basis of every location from issuances of 'Provisional completion Certificate or commencement (100%) of completion of each location	Please refer Clause 10.8 of DCA
210		Can the concessionaire reduce the size/capacity of the main silos to meet the total capacity requirement of the hub model or spoke model by increasing the number of silos?	Please refer Schedule B of DCA - Long Term Storage Silos Configuration read with footnote
211	Allocation of costs arising out of Force Majeure Clause 18.7.2 a)	<p>a) Upon occurrence of a Non- Political Event or Indirect Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to other Party any costs thereof;</p> <p>b) Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by the Authority to the Concessionaire. For avoidance of doubt, Force Majeure Costs shall not include any debt related obligations but shall include O&M Expenses and all other costs incurred by the Concessionaire, which is Concessionaire, which is directly attributable to the Force Majeure Event.</p> <p>According to the concession period of the project, the contractor has taken dept for the project along with his equity, in such a case, upon occurrence of a Non-Political Event or Indirect Political Event before concession period, the contractor will be burdened with the financial debt. Therefore, the remaining loan of the project should be reimbursed to him by the authority include O&M Expenses and all other costs incurred by the Concessionaire.</p>	No changes required. Relevant provisions of DCA shall prevail.
212	Termination Payment for Force Majeure Events. Clause 18.9.1 a)	<p>If the Termination is on account of a Non-Political Event or an Indirect Political Event, the Authority shall not be liable to make any Termination Payment. Upon Termination under Clause 18.8, the Authority shall return the Performance Security provided by the Concessionaire if the same has not already been returned by the Authority;</p> <p>The silos are of little use to Concessionaire if authority is not using it then it should pay NPV of balance cash flow to the concessionaire and take over the project.</p>	No changes required. Relevant provisions of DCA shall prevail.

213	Termination Payment for Force Majeure Events. Clause 18.9.1 b)	<p>If the Termination is on account of a Political Event, the Authority shall make Termination Payment to the Concessionaire in an amount equal to that would be payable under Clause 21.3.2 as if it were an Authority Default. Upon Termination under Clause 18.8, the Authority shall return the Performance Security provided by the Concessionaire if the same has not already been returned by the Authority.</p> <p>Provided that the proceeds from insurance on the Project Assets shall be considered for the above calculation and that all proceeds from insurance on Food Grains shall be remitted to the Authority and no Termination Payment shall be due from the Concessionaire to the Authority under this Clause 18.9.1</p> <p>NPV insurance proceeds shall be paid to Concessionaire</p>	No changes required. Relevant provisions of DCA shall prevail.
214	Clause 21.3.2	<p>In case of termination of this Agreement by the Concessionaire for an Authority Default pursuant to Clause 21.2.1 any time after the issue of Letter of Commencement, the Authority shall, in addition to the payment in the above Clause 21.3.1, pay the Concessionaire, applicable Fixed Storage Charges for Two years or half Date and Variable Charge of the remaining Concession Period, whichever is lower, commencing on Termination for Two years or half of the remaining Concession Period, whichever is lower, with Variable Charges calculated at [50%] of Normative Availability.</p> <p>The Authority shall return the Performance Security to the Concessionaire if it has not already been returned. In case of any dispute, the same shall be settled through the Dispute Resolution Mechanism.</p> <p>Payment of only 2 years of fixed storage or half of Concession period is totally unjustifiable. These projects are undertaken with huge debt obligations which require more than half of the remaining of the Concession period even for payment of debt, after which the equity invested starts getting reimbursed. Supposing that the CA is terminated at an early stage due to Authority default, how can the Concessionaire pay even the debt? Hence, we request that NPV of future cash flows - insurance proceeds shall be payable to Concessionaire.</p>	No changes required. Relevant provisions of DCA shall prevail.
215	DCA	<p>Construction Period</p> <p>We understand that the construction period is for 18 months after commencement date. If it so then please increase the construction period to 24 months.</p>	No changes required. Relevant provisions of DCA shall prevail.
216	DCA	<p>Concession Period</p> <p>Kindly clarify the construction period</p>	Kindly refer the definition of "Construction Period" defined in Article 1 of DCA
217	Clause 2.2.4 of RFP	<p>Experience of Construction & O & M</p> <p>Will construction and O&M experience of highways acceptable?</p>	Relevant provision of RFP is self-explanatory.

218	Clause 4.1.2 (f) of DCA	For Hub Silo Complex, obtained in-principal approval from Indian Railways on feasibility of Broad-Gauge rail siding and other relevant approvals with regard to rail siding and Container Depot, as applicable; We requests that the authority shall obtained the in-principle approval etc. from Indian Railways after arrangement of Site/Land parcel by concessionaire.	No changes required. Relevant provisions of DCA shall prevail.
219	DCA 15.2	The Variation of Price Index from January of the year in which COD occur We request that the price variation shall be payable from the reference date one month prior to Bid Due Date, and this should be applied for all type of payments (Fixed, Variable, Bagging charges etc) payable by authority.	No changes required. Relevant provisions of DCA shall prevail.
220	DCA 15.10.	Escrow mechanism Escrow mechanism/ Provisions to be included in the Agreements.	Please refer Article 15A of DCA.
221	RFP 2.2.5	Condition of eligibility Can existing SPV is able to bid and to execute the agreement in case of L1	No
222	DCA 5.1.2	Applicable Permits We request the to provide the list of Applicable permits for both Spoke & Hub silos.	Relevant provisions of DCA shall prevail.
223	15.1.3	Storage and handling charge payable by the Authority to the Concessionaire Storage and Handling Charge payable by the Authority to the concessionaire	Relevant provisions of DCA shall prevail.
224		If a specific bidder is L1 in all 18 projects, will bget into agreement for all of them We request to kindly amend the condition & restrict that one bidder will get maximum 5 projects out of 18 and rest of the projects to be allotted to L2 with the same restrictions, if they are able to execute the agreement with the same quoted price by L1	No changes required. Relevant provisions of RFP and DCA shall prevail.
225	NIT	Estimated Project Cost (Rs. In Crore) Kindly provide details Cost & Estimate & DPR of all projects	Please refer Clause 1.1.7 of the RFP.
226		In case of Site Number 1 (Location – Bhadrabad; Revenue District – Haridwar), can the proposed site be anywhere in the Revenue District of Haridwar.	Please refer Appendix - X of RFP for reference area.
227		In case of Site Number 2 (Location –Rishikesh; Revenue District –Dehradun), can the proposed site be anywhere in the Revenue District of Dehradun.	Please refer Appendix - X of RFP for reference area.
228		we kindly request you to consider granting a ONE MONTH extension for the submission of the bid. This extension will allow us sufficient time to carry out the necessary evaluations and submit a comprehensive proposal that meets all the necessary criteria outlined in the tender documents	Please refer addendum

229		<p>As per para 2.2 RFP Eligibility of the Bidder</p> <p>a) The Bidder may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying Page 19 individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium</p> <p>b) O&M Experience: The Bidder shall have requisite O&M Experience. In the event that the Bidder does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from COD, with an entity having the experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which, the Concession Agreement shall be liable to termination. This formal agreement is required to be submitted prior to Commercial Operations Date.</p> <p>Our aforesaid firm already carrying the activities of warehousing under long term contract basis with BSWC under P.P. mode from 2017 onwards. now our firm decided to go for SILO project as at Gopalganj (Bihar)but our firm facing constraint due to aforesaid condition of RFP.</p> <p>So I request to provide the chance to common person to participate on your tender platform for said project instead of manage the tender for specific person under float the RFP under specific condition.</p>	<p>a)Please refer Clause 2.2 of RFP b) Please refer Clause 2.2.4 of RFP</p> <p>No changes required. Relevant provisions of RFP and DCA are amply clear in this regard.</p>
230		<p>With reference to above subject we would like to state that FCI have made enquires for want of Developer For DBFOO project across India. Sir in Maharashtra project is executed in three stages le Maharashtra 1, Maharashtra 2, Maharashtra 3 and in Maharashtra-3 four location have been selected by FCI i.e. Usmanabad, Palghar, Nandurbar, Jalgaon Sir in connection to this we would like to draw your attention that selection done by FCI of location in Maharashtra 3 group is geographically not convenient since Usmanabad which is very well known in Maharashtra as part of Marathwada is near Jalna, Aurangabad, Nanded and Parbhani (Covered in phase Maharashtra -2) is situated within radius of 150-180 Km is suitable for the developer who will be participating for Maharashtra -2 project hence regrouping of Usmanabad in Maharashtra 2 will be feasible and profitable for FCI</p> <p>Sir like wise Jalgaon which is near to Buldhana that is cover under Maharashtra -1 will be feasible for developer who will be participating for Maharashtra -1 project hence regrouping of Jalgaon in Maharashtra -2 will be feasible and profitable for FCI</p> <p>Sir considering the logistical costing I request you to kindly separate Usmanabad and Jalgaon from Maharashtra -3 group and consider only Palghar and Nandurbar in Maharashtra-3 project which will be feasible financial wise to FCI.</p>	<p>No changes required. Relevant provisions of DCA shall prevail.</p>

Sd/-
General Manager (Silos)

Addendum

S. no.	RFP/DCA Reference	Existing Clause	Modified Clause																		
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2.	Clause 1.3 of RFP	Bid Due Date: 21-June-2023 at 03:00PM	Bid Due Date: 07-August-2023 at 03:00PM																		
3.	Article 10.9.1 of DCA for Spoke Locations	Subject to any of the provisions of this Agreement providing excuse from performance, as the case may be, of any of the obligations of the Concessionaire under this Agreement, the Concessionaire shall pay to the Authority, Damages at the (i) rate of 0.125% (zero point one two five percent) of the Proportionate Performance Security of each Silo Complex for each day of delay beyond 60 (sixty) days from 270th day of Commencement Date in achievement of Mid-Term Construction Milestone, subject to a maximum of 20% (twenty percent) of Proportionate Performance Security of each Silo Complex, and (ii) at the rate of 0.25% (zero point two five percent) of the Proportionate Performance Security of each Silo Complex for each day of delay in Project Completion beyond the SCOD. The Parties agree that the Damages as provided is a genuine pre-estimate of the damages the Authority is likely to suffer	Subject to any of the provisions of this Agreement providing excuse from performance, as the case may be, of any of the obligations of the Concessionaire under this Agreement, the Concessionaire shall pay to the Authority, Damages at the (i) rate of 0.125% (zero point one two five percent) of the Proportionate Performance Security of each Silo Complex for each day of delay beyond 60 (sixty) days from 270th day from Commencement Date in achievement of Mid-Term Construction Milestone, subject to a maximum of 20% (twenty percent) of Proportionate Performance Security of each Silo Complex, and (ii) at the rate of 0.25% (zero point two five percent) of the Proportionate Performance Security of each Silo Complex for each day of delay in Project Completion beyond the SCOD. The Parties agree that the Damages as provided is a genuine pre-estimate of the																		

S. no.	RFP/DCA Reference	Existing Clause	Modified Clause
		<p>and is not by way of a penalty. In case the delay exceeds 180 (one hundred and eighty) days from 270th day of Commencement Date in achievement of Mid-Term Construction Milestone, for reasons other than falling under the Force Majeure Clause, the Authority shall have the right to terminate this Agreement and the consequences of Termination as laid down in Article 21 shall apply. The Concessionaire shall deposit the Damages so levied by the Authority within the time specified. The Authority may, at its discretion, recover any amounts with respect to Damages, if not paid within the time, from the Performance Security. In the event, the Concessionaire achieves Project Completion by SCOD, the Damages recovered by the Authority for failure in achievement of Mid-Term Construction Milestone shall be returned, without interest, to the Concessionaire.</p> <p>It is clarified that the Concessionaire would not be liable for payment of any Damages for delay in Project Completion if such delay is solely attributable to the Authority.</p>	<p>damages the Authority is likely to suffer and is not by way of a penalty. In case the delay exceeds 180 (one hundred and eighty) days from 270th day of Commencement Date in achievement of Mid-Term Construction Milestone, for reasons other than falling under the Force Majeure Clause, the Authority shall have the right to terminate this Agreement and the consequences of Termination as laid down in Article 21 shall apply. The Concessionaire shall deposit the Damages so levied by the Authority within the time specified. The Authority may, at its discretion, recover any amounts with respect to Damages, if not paid within the time, from the Performance Security. In the event, the Concessionaire achieves Project Completion by SCOD, the Damages recovered by the Authority for failure in achievement of Mid-Term Construction Milestone shall be returned, without interest, to the Concessionaire.</p> <p>It is clarified that the Concessionaire would not be liable for payment of any Damages for delay in Project Completion if such delay is solely attributable to the Authority.</p>
4.	Schedule – E of DCA	Schedule – E	Revised Scheduled E is attached as Annexure – I
5.	Schedule C	Figure: “ Indicative Conceptual Layout of 25,000 MT Silo ”	The existing Figure: “Indicative Conceptual Layout of 25,000 MT Silo” is replaced with the revised Figure: “Indicative Conceptual Layout of 25,000 MT Silo” and the same is attached as Annexure – II.

**Sd/-
General Manager (Silos)**

Schedule E: Grain Acceptance Specifications
(QC DIVISION to provide present day applicable details)

The Schedule shows the maximum permissible limits of different Refractions in Fair Average Quality (FAQ) of Food Grain. The FAQ norms are notified every year. The FAQ for the applicable year needs to be complied with.

The acceptable limits are:

I. Acceptable limit for Wheat

[The FAQ for the applicable year needs to be complied with]

II. Acceptable limit for Paddy

[The FAQ for the applicable year needs to be complied with]

