



UTTAR PRADESH STATE WAREHOUSING CORPORATION (UPSWC)

Bhandaran Bhawan, New Hyderabad, Lucknow - 226007

**Replies of the Authority to the queries received in respect of the
Request for Proposal for Development of Silo for Storage of Wheat at 03 locations on Design, Build,
Finance, Own and Operate (DBFOO) Basis**

(RFP Reference No: **Silo-01/2019**)

Tender ID: **2019_UPSWC_373016_1**

Corrigendum II

Sl No.	Page No.	Clause No.	Queries	Reply of the Authority
1.			<p>We are keen to offer you warehouse facilities as per the requirement of the tender. As September and October are the month of festival holidays many of the days will be non-working. Hence to fulfil the criteria of the tender and provide you with our best Silos facilities we would be needing some more time.</p> <p>Hence we request you to kindly extend the due date of submission of tender/bids by further period of one month.</p>	<p>Bid Due Date has already been extended from 24.10.2019 to 09.12.2019 through Corrigendum-I. The RFP will now be opened on 11.12.2019. Further extension in the Bid Due Date if any, will be communicated/uploaded through Corrigendum on the UP State E-tender Portal http://etender.up.nic.in and UP State warehousing Corporation website www.upswc.com</p>

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2.			Is this 30 year rental guarantee project is backed by Food Corporation of India?	The scheme has been approved by Government of India. Besides, an Agreement would be executed prior to issue of Letter of Award to the selected bidder.
3.			Estimated Project Cost mentioned by you is 48 cr., please provide its Breakup?	The Authority has estimated the Indicative Capital Cost on certain assumptions and does not assume any responsibility for the accuracy/correctness of the indicative cost mentioned in the RFP. Assessment of the Actual Cost will have to be made by the bidder.
4.			Can one member having more than 26% equity be the one having both the eligibilities on WORK EXPERIENCE and NET WORTH? Or can both these eligibilities be fulfilled by two or more different members?	In case of Consortium, the combined Technical Capacity and Net worth of those Member who shall have an equity share of more than 26% each in the SPV should satisfy the condition of eligibility criteria as per RFP Clause 2.2.5.
5.			If a consortium has 26%*2 or 26%*3 members, and bidding for 2/3 projects, then can one 26% member be considered as a LEAD MEMBER for each project?	Clause 2.2.9 of the RFP may be referred for nomination of Lead Member.
6.			Can a consortium member having 26% or more equity share, be eligible INDIVIDUALLY for another such project in future?	The short-listing of bidders shall be done on the evaluation Criteria specified in the RFP. Bidders are requested to refer the same in detail. It will not be possible to evaluate eligibility of bidders at this stage without detailed information.
7.			Lead member cannot be changed once made? If yes, what In case of his untimely death?	Please refer Clause 2.2 of RFP Document.
8.			In case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein – Need explanation?	As per reply at Sl. No. 4.
9.			The Variable Charges shall be a pre-fixed Charges as specified in the Concession Agreement. The Handling Charges will be a predetermined rate as specified by the Authority in the Concession Agreement. – How and When are these approx. charges fixed?	The Variable Charges for storage of foodgrain and Handling Charges are predetermined as per Article 15 and Schedule-I of the DCA.
10.			Option 1 – Bulk and bag generally represents how much quantity?	It is envisaged to receive 100% grain in bulk though no fixed percentage can be defined at this stage.
11.			Is this project/30 year rental guarantee is backed by Food Corporation of India?	Reply at Sl.No. 2 may be referred.
12.			It is very difficult to obtain such large chunk of land with such peculiar requirement of rail siding within 150 days?	Selected bidder to arrange for land parcel after issue of LOA within the time frame stipulated in DCA. Bid Due Date has already been extended from

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			It is requested to increase this time frame or extend the tender bid date considerably to enable investors buy suitable land and thus complete the project within the timelines and as per the expectations of UPSWC.	24.10.2019 to 09.12.2019 through Corrigendum-I. The RFP will now be opened on 11.12.2019. Reply at Sl. No. 1 may be referred.
13.			Carving out a stretch of 1100 meters for the rail siding not possible against 11 acres?? As per my knowledge, a minimum of 30-35 acres would be required for the same, meaning that the estimated cost of project would be quite higher than Rs. 48 crores. In the case of MBR Silos, Village Chhittanwala, Near Nabha, Distt. Patiala, 38 acres of land had to be purchased by the investors.	The stipulation of 11 Acre of Land requirement for 50,000 MT Silos storage facility including Railway Siding is for minimum requirement and is only indicative. However, additional land may be required depending upon the site location and the design proposed by the Concessionaire and the same shall have to be arranged by the Concessionaire. Quantum of land purchased by one of the selected bidder for development of Silos with Railway siding for a particular location cannot be a guiding factor as the requirement of land parcel will depend upon site location, design proposed and distance of the take-off point from the loading/unloading point.
14.			If after buying the land, setting up of railway track takes a delay, what will be the rental given to the investor during that period?	Clause 15.1.8 of the DCA may be referred for utilisation of Silo complex except for Rail siding.
15.			Can the extra/idle land purchased by the investor in lieu of railway siding (which is not utilized in the Silo premises and for the purpose of railway siding) be sold later? If yes, any permission required for the same?	Selected bidder to arrange for land parcel as per the requirement stipulated in the Bid document for development of Silos, Rail siding and Road. Authority is not concerned with the unutilised land outside the Silo complex.
16.			What would be the Income tax treatment of the rental income from this project?	Details regarding Income Tax treatment of the rental Income to be ascertained by the bidder as per extent policy of Government of India.
17.			Can UPSWC suggest/advise any reliable vendor for the raw material for Silo?	No. There are several Reliable Vendors for the raw material/project equipment for Silos indigenously and internationally. Bidder shall have the responsibility to choose from.
18.			Can UPSWC suggest/advise any reliable Consultant for the project?	No. Consultant for the project to be selected by the bidder.
19.		(2.2.3, Page 23)	Does Food Corporation of India endorse this tender? It would mean added security and confidence to the investor while taking such large project	Reply at Sl. No. 2 may be referred.
20.			Setting up 1100 meters of rail siding is not possible within total land of 11 acres. As per my knowledge, a minimum of 30-35 acres would be required for the same,	Reply at Sl. No. 3 & 13 may be referred.

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			meaning that the estimated cost of project would be quite higher than Rs. 48 crores.	
21.			It is very difficult to obtain such large chunk of land with such peculiar requirement of rail siding within 150 days? It is requested to increase this time frame or extend the tender bid date considerably to enable investors buy suitable land and thus complete the project within the timelines and as per the expectations of UPSWC.	Please refer reply at Sl. No. 1. Increase in the time frame for meeting Condition Precedent is not considered.
22.			This estimate cost was the same 48 crores in the earlier silo projects as well. Considering the inflation and increased prices of building material and depreciating rupee as material is to be imported from countries like Turkey, this projected cost of Rs. 48 crores should have been higher	As per reply at Sl. No. 3.
23.			Can one member having more than 26% equity be the one having both the eligibilities on WORK EXPERIENCE and NET WORTH? Or can both these eligibilities be fulfilled by two or more different members?	Please refer reply at Sl. No. 4.
24.		(2.2.3, Page 23) (2.2.9.c, Page 26)	if a consortium has 26%*2 or 26%*3 members, and bidding for 2/3 projects, then can one 26% member be considered as a *LEAD MEMBER* for each project?	Please refer reply at Sl. No. 5.
25.			Can a consortium member having 26% or more equity share, be eligible INDIVIDUALLY for another such project in future?	Please refer reply at Sl. No. 6.
26.		(2.2.9.g.v, Page27)	Lead member cannot be changed once made? If yes, what In case of his untimely death?	Please refer reply at Sl. No. 7.
27.		(2.2.13.d, Page28)	in case the Bidder is a Consortium, *each Member* should substantially satisfy the pre-qualification requirements to the extent specified herein – Need explanation?	Please refer reply at Sl. No. 4.
28.	12 of RFP	Clause 1.1.8 Background	<u>Point</u> <u>Land Procurement:</u> bidder has to procure the land	

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			<p>within 150 days from the date of signing of Concession Agreement with the provision to grant extension for 30 days</p> <p>Query This time period is too short so kindly amend the clause with 270 Days from the date of Signing of Agreement along with IPA</p>	No change in the Clause 1.1.8 of RFP is considered.
29.	DCA page no. 35	Article 4 ; Clause 10.2.4	<p><u>Point</u> <u>Condition Precedents by the Concessionaire:</u> Condition Precedents including Land procurement & obtaining In principle approval (IPA) from Railway to be completed by the Concessionaire within 150 days with the provision of 30 days' extension. In case of delay, the Concessionaire would pay to the Authority the damages @ 0.2% of the Performance Security upto a maximum of 20%</p> <p>Query The Authority has already experienced that it is extremely difficult to procure land and obtain IPA in 180 days. In case the Concessionaire fails to meet the timeline, the financial pressure of Damages make his project unviable. This situation is neither good to the Concessionaire nor the Authority. Hence, it is proposed to remove the condition of procuring land in 180 days. Let the onus be on the Concessionaire to complete the project in the prescribed timeline of 2 years from Appointed Date. In case of failure to do so, provision of damages as per Clause 10.9.1 of the Agreement would apply.</p>	No change in the time lines for procuring land parcel and IPA is considered. Condition Precedent to be satisfied by the Concessionaire as per Article 4 of the DCA.
30.	DCA Page	Article 10; Clause 10.2.4 and	<p><u>Point</u> <u>Milestone Penalties:</u> In case of delay in Project</p>	

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	no. 58 & 64	10.9	<p>Completion, the Concessionaire would pay to the Authority the damages @ 0.125% of the Performance Security for each day of delay beyond 60 days from end of 12th month from Commencement Date in achievement of Mid-Term Construction Milestone, subject to a maximum of 20%.</p> <p>Query The Concession Agreement adequately covers the Damages due to delay in overall Project Completion vide Article 10 Clause 10.9. Therefore, there is absolutely no need to keep Milestone based damages during construction period. Every investor tries his best to complete the project in time to avoid any damages. Keeping milestone penalties create unnecessary pressure on him. Let him work peacefully and deliver on time.</p>	<p>No change in Clause is considered as 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 to the Concessionaire as per the term of the DCA.</p>
31.	46 of DCA	Clause 6.1.2	<p>Point Obligations of the authority: Ensure Timely release of Storage and Handling charges to the concessionaire on performance of the obligation</p> <p>Query Timely payment receipt is very important criterion for project bidding and successful operation. We understand that payment to authority is back to back guaranteed by FCI to ensure timely payment to concessionaire. Any guarantee approval by central government or MOU with FCI in this regard should be shared</p>	<p>Reply at Sl. No. 2 may be referred.</p>
32.	DCA page no.64	Article 10; Clause 10.8	<p>Point Entry into Commercial Service: Upon successful implementation of the project by the Concessionaire and approved by the Authority and IE&A, the Authority will issue Completion Certificate showing Commercial</p>	

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			<p>Operations Date (COD). Accordingly, the Concessionaire shall be entitled to receive the Storage & Handling Charges from the Authority in accordance with the provisions of Article 15. This holds good in case of Silo Complex in option 2 i.e., Consuming states. In case of option 1 i.e., producing states, the Authority will take over the unit only in harvest season i.e., next April even if the Concessionaire has completed the project in last July. This way, the facility would remain idle for several months and the Concessionaire would not get any revenue.</p> <p>Query The Concessionaire should be entitled to get revenue against his investment immediately upon getting COD irrespective the facility is situated in Consuming state or Producing state if the the concessionaire completes the project within COD as per CA.</p>	<p>No change in the relevant clause of DCA is considered.</p>
33.	<p>DCA Page no. 22 & no. 94</p>	<p>Article 1 & Article 15</p>	<p><u>Point</u> Revenues linked to WPI & CPI: Fixed and Variable Charges would be indexed to 70% of WPI + 30% of CPI. Also, Handling Charges would be linked to 80% of CPI.</p> <p>Query WPI is inflation index of commodities including Food Grain. Since the Concessionaire is only custodian of food grain that belongs to the Authority and he is only operating its plant & machinery including handling & preservation, there is no logic that his revenue is linked to WPI. Concessionaire's operational expenses like power, manpower, insurance, fumigants, insecticides, repair & maintenance etc. increase every year irrespective of the fact that WPI increases or decreases. So, instead of</p>	<p>No change in the existing provision is considered.</p>

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			linking the Storage Charges to WPI, the Authority should link it to 100% of CPI. Doing so, the Authority can expect better rates.	
34.	DCA Page no. 96	Article 15 Clause 15.42	<p>Point Mode of Payment: 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>Query The payment must be made to concessionaire within 7 days of submission of invoices to the Authority as the same shall be maintained under Escrow account with revolving cash credit limit equivalent to 1.5 times estimated storage charges. Any dispute if arised by the Authority shall be paid by the concessionaire after proper resolution of the same.</p>	No change in the Article 15 Clause 15.4.2 is considered.
35.	DCA Page no. 120	Article 21 Clause 21.3.2	<p>Point 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 150% of Adjusted Equity or 150% of Equity, whichever is lower. 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>Query Suggested Clause:- Payment upon Termination: in case</p>	No change in the existing provision is considered.

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			of termination of the agreement by the Concessionaire for a FCI event of default, FCI shall pay the concessionaire the greater of (a) the amounts due & owing to the Lenders under the Financing Agreements as certified by IE&A or (b) 50% of the Storage cum Handling Charges payable by FCI to the Concessionaire for the remainder of service period calculated on the basis of the rate applicable as on the date of termination	
36.	RFP Page no. 11	Introduction Clause 1.1.7	<p><u>Point</u> The indicative capital costs (“Estimated Capital Cost”) for the Project, including land, financing cost and pre-operative expenses are about Rs 48 crores and 46 crores for Silo Complex with 50,000 MT capacity for configuration option 1 & 2 respectively. The Authority has estimated the indicative capital costs on certain assumptions and does not assume any responsibility for the accuracy / correctness of the indicative capital costs mentioned herein. The assessment of actual costs, however, will have to be made by the Bidders.</p> <p><u>Query</u> Project cost is generally mentioned too low particularly considering very high land costs. Therefore, the Authority should give realistic project cost so that naïve bidders are aware of actual facts rather than falling prey to the mis-represented numbers.</p>	As per reply at Sl. No. 3.
37.	RFP page no 106 & DCA Page no. 164,	Performance Standard & Schedule F	<p><u>Point</u> 0.05% Dust loss is allowed beyond one year of storage</p> <p><u>Query</u> This should be revised to 0.25%</p>	No change in the existing provision is considered.

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38.	RFP Page 105 & DCA Page no. 164,	Performance Standard & Schedule F	<p>Point 4. Delivery of bagged wheat- Minimum 1000 MTs per 10 hours during a day's working</p> <p>Query Should be Maximum 500 MT per 10 hrs to match with average bagging capacity.</p>	The stipulation in the bid document is "Delivery of 1000 MT of bagged wheat per 10 hours during a day's working" and does not relate to bagging capacity. No change in the Bagging Capacity is considered. Delivery of 1000 MT can be met from available stock and bagging operation of 10 hours.
39.	RFP Page no 97 & DCA Page 143	Component of Silo & Schedule B	<p>Point Laboratory for quality testing- Laboratory equipped to test at least 40 samples per hour as per the FAQs (Fair Average Quality) parameters .Adequate numbers of Hydraulic Truck Samplers to be provided to ensure collection of requisite number of samples per hour</p> <p>Query For intake of 150 TPH , Hydrolic truck samplers are not required and will increase capex cost. Representative Samples can be manually drawn and testing speed of 40 samples per hour can be maintained,</p>	Concessionaire to ensure achievement of Performance Standard & stipulated Design Parameters to test stipulated number of samples per hour for Quality Testing. Concessionaire is allowed to draw samples manually or through Hydraulic Truck samplers to achieve the stipulated Test speed.
40.	RFP Page no 97 & DCA Page 143	Component of Silo & Schedule B	<p>Point Grain intake system- The unloading area should have at least four hydraulic tippler of dimension 3 meters by 9 meters.</p> <p>Query 4 hydrolic tippler is not required and will add to cost. Max 2 Hydroloc tippler will be sufficient.</p>	Authority requires adequate number of Hydraulic Tipplers of the stipulate size within the same area of dumping on two or more dump pits to meet Performance Standard for receiving the grain in bulk by truck & Trolley at service speed stipulated in the RFP.
41.	RFP Page no	Component of Silo &	<p>Point Pre Storage Silos- 2 hopper bottom silos of 250 Metric</p>	

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	97 & DCA Page 143	Schedule B	Tons (MTs) each equipped with stationary vents, aeration fans along with a provision of fumigation. Query For Option- 1, one silo of 500 MT should be sufficient. Aeration fans and provision of fumigation not required.	Authority requires Pre-storage Silos. However, the size of the bins is left to the Concessionaire to maintain a capacity of 500 MT. The project is on DBFOO basis. The developer is allowed to design and alter the size of the Silo bins to achieve the desired capacity keeping the output parameters and service level indicators intact. Aeration and fumigation systems in pre storage bins are to be provided if considered necessary, to meet the performance standards for preservation as provided in the MCA.
42.	RFP Page no 98 & DCA Page 144	Component of Silo & Schedule B	Point Process tower- Comprising of Cleaner and online weigher of minimum 150 Tons Per Hour (TPH) Query Online weigher not required. Only adds to capital cost. Otherwise no utility.	No change in the provision of RFP is considered. Online weigher of minimum 150 Tons Per Hour (TPH) to be provided as per laid down norms, policy and capacity/size.
43.	RFP Page no 98 & DCA Page 144	Component of Silo & Schedule B	Point Bulk Rail Unloading system- Unloading system shall comprise of a dump pit having two hopper of about 50 MT each connected through a chain conveyor & bucket elevator to the Receiving Silo. Query Hoppers should have a capacity of max 35 MT each. Option between Belt and Chain conveyor should be there.	The project is on DBFOO basis. The developer is allowed to design and alter the size of the Hopper capacity to achieve the desired capacity keeping the output parameters and service level indicators intact.
44.	RFP Page no 98 & DCA	Component of Silo & Schedule B	Point Bulk Rail Unloading system- The dump pit of the Bulk Rate Unloading System to be also used in case Food Grain received in bagged form by rake. Query Not possible. Need to have separate unloading system for	The query pertains to Appendix-VIII. The project is on DBFOO basis, Concessionaire to provide separate dump pit for Bulk Rake Unloading System and also for receiving foodgrain in bags as stipulated in the Bid Document.

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	Page 144		bagged cargo.	
45.	DCA Page 69	Clause 11.3.5	<p>Point 11.3.5 - The sampling for the quality test as part of the Pre-Acceptance Test shall be required to meet the following requirements : (3) In case of Food Grain received in bulk form by rail, a minimum of [6(six)] samples per wagon;</p> <p>Query Sampling from rake cannot be "PRE ACCEPTANCE" as sample can be taken only while unloading is going on. Two samples per wagon is sufficient as six samples will not be possible and will have no utility as well.</p>	No change in the Clause is considered.
46.	RFP Page 100 & DCA Page 154	Design basis & specification for all disciplines	<p>Point Bagged Warehouse- This warehouse needs to be adjacent to the railway siding and the ware house volume which houses the bagging machines could be arranged in such a way that there is an ease of loading the rakes.</p> <p>Query No utility as the capacity of Covered storage is 200 MT and CAP is 500 MT. Will not serve the purpose of loading full rake, on the other hand will reduce the flexibility of layout for concessionaire.</p>	No change in the capacity of covered storage & CAP storage is considered. However, the developer is allowed to alter the layout/location of the storage capacity as per site requirement.
47.	RFP Page 106 & DCA Page no. 164,	Performance Standard Schedule F	<p>Point Schedule F- (15)- Free time for loading bags for the rake- 9 hours or as per prevailing railways guidelines, whichever is lower.</p> <p>Query Not applicable in this scenario. Point should be removed.</p>	The provision is for development of Silos under configuration Option 2.

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48.	99 of RFP & DCA page 153	Design basis & specification for all disciplines	<p>Point Boundary Wall with Separate entry and exit</p> <p>Query It is mentioned that boundary wall/Precast should be provided. In our view, boundary wall may be replaced with barbed fencing or keep it open to the bidder. Please review and amend the clause suitably.</p>	<p>The query pertains to Appendix-VIII.</p> <p>The Authority requires boundary wall as per stipulated specifications all around the Silo complex including the rake loading/unloading point.</p>
49.	100 of DCA	Clause 16.1.6 Additional Commercial Activity	<p>Point Concessionaire carries out additional commercial activity, the concessionaire shall share with the authority 5% of gross revenues, less taxes derived by the concessionaire from such commercial activity.-</p> <p>Query Please elaborate with an example that what is meant by 5% of Revenue.</p>	<p>In instant case 5% of the gross revenues arising from operations carried at the railway siding within the proposed silo complex shall be taken into consideration. Concessionaire has to provide self certification with regard to the revenue generated from such operations.</p> <p>In case of disagreement, Books of Concessionaire will be open to UPSWC for verification. Under statement of revenue by Concessionaire will be taken as breach of contract and action can be taken by Authority under terms & conditions of the DCA.</p>
50.	23 of RFP	Cluase 2.2 .6	<p>Point land requirement for 50000 MT Silo complex is minimum 11 acre including Railway Siding-</p> <p>Query the minimum land requirement should be 20-22 acre for Silo Complex & Railway Siding because buying a strip of 10Mtr wide and 1500 Mtr long is practically impossible.</p>	<p>Reply at Sl.No. 13 may be referred.</p>

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51.	35 of DCA	Article 4 Conditions Precedent Clause 4.1.2 (f)	<p>Point Concessionaire should obtain In-Principle approval from Indian Railways on feasibility of rail siding & other relevant approvals with regards to the rail siding.</p> <p>Query This clause should be applicable for In-Principle Approval only from Indian Railway on feasibility of Rail Siding as one of the CP.</p>	Condition Precedent to be satisfied by the Concessionaire prior to the Commencement Date shall be deemed to have been fulfilled when the Concessionaire shall have obtained in principle approval from Indian Railways on feasibility of Rail siding. The other approvals with regards to the Rail siding can be obtained thereafter.
52.	74 of DCA	11.6. Dispatch of Food Grains-	<p>Point 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>Query Not feasible. At 60 TPH this would mean 18 samples per hour. So many samples cannot be analyzed properly. 1 sample per hour should give a satisfactory picture of the condition of the grain.</p>	No change in the Clause of DCA is considered.
53.	90 & 98 of RFP	General Silo Storage requirement and Specifications	<p>Query On page 90, Sr no 12- Bagging facility is required for option 1 but on Page 98, bagging system has been specified for option 2 only. Pls clarify</p>	Bagging facilities is required for Option 1 as stipulated in the RFP & DCA.
54.	94 of RFP	General Silo Storage requirement and Specifications	<p>Point All long term storage silos will have individual capacity of 12,500 MT each for 50,000 MT Silo facilities-</p> <p>Query Size of the bins should be left to the concessionaire. Total capacity would be 50,000 MT</p>	The project is on DBFOO basis. The developer is allowed to design and alter the size of the Silo bins to achieve the desired capacity keeping the output parameters and service level indicators intact.
55.	98 of RFP	Capacity requirements at Silo Complex	<p>Point One silo of minimum 50MTs to be provided for loading trucks in bulk with weighment facility to weigh the grain-</p>	

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		Bulk Truck Loading System	Query 2 nos Weighbridges are already there. Additional weighment facility is not required	Concessionaire to ensure weighment of grain loaded in truck in bulk before issue through existing weigh bridges or by additional weighment system.
56.			Query Concept of subordinated debt should be included along with lenders to finance the debt component of cost of Project. This concept of Subordinated debt is provided in Concession agreement for DBFOT Projects and should be incorporated to DBFOO Projects also.	No amendment in the relevant Clause of the Bid Document is considered.
57.			Query Since the transportation of foodgrain from any of the locations is done by third party, please confirm that the following expenses would be borne by FCI: a) Railway charges such as Shunting Charges and/ or any other charges levied by Railway b) Freight charges c) Cargo Insurance	The Concessionaire to ensure achievement of Performance Standards and Stipulated Design Parameters for bulk rake loading & unloading. The Railway charges such as shunting charges, freight charges & Cargo Insurance shall not be borne by the Concessionaire.
58.			Query Since these projects are not integrated and foodgrain may come from any source, in such case, who will be responsible when concessionaire receive bad quality of food grain from another party and what will be the dispute resolution mechanism?	As per the quality complaint procedure of FCI/UPSWC. In case of procuring Silos hand over the stock to third party for movement in sound condition, concessionaire shall not be held responsible. In case of any type of qualitative deterioration of foodgrains during storage, the service provider will be fully responsible.
59.		Clause 1.1.8 of RFP	Clause 1.1.8 of RFP mentions procurement of land in 150 days from date of signing of Concession Agreement. We would request you to remove anytime limits applicable for purchase of land. Similar modification is required in concession Agreement.	Reply at Sl. No. 29 may be referred.
60.			Request you to grant further period of 180 days in addition to 720 days for completion of project.	No change in the Project Completion Timelines is considered.
61.			Concession Agreement has clause for penalty for delay in Procurement of land, achieving mid term completion we	No change in the relevant Clause of DCA & RFP is considered.

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			would request you to waive off this condition of penalty and link it with overall project completion dates.	
62.		Schedule-I of DCA	Whether any payment shall be allowed for foodgrain loading in bulk form in truck or wagon.	No payment shall be allowed for foodgrain loading in bulk form for dispatch by truck/wagon.