

The reply of the queries raised during the Pre bid meeting are as follows:

Clause No.	Reference Document	Clause Reference Number	Query	Response
<b>Bajaj Healthcare - 1</b>				
1.1.	Draft Concession Agreement	Article 1.1 - Definitions - Page no. 13	Adjusted Equity - Need to be simplified (probably with some examples) and explain the relevance of the same in the agreement.	Request to refer to Article 1.1 - Definitions
General	Draft Concession Agreement	General	We would like to know the description/definition of Poppy Straw and Poppy Husk, what will be provided by the Authority as raw material? The reason for clarification is that in many of the pages of the draft concession agreement it has been written as Poppy Husk, whereas in some pages it is written as Poppy Straw.	The term 'Poppy Husk' shall be replaced with 'Poppy Straw'. Changes to that effect are made in the bid documents.
3.1.1.	Draft Concession Agreement	3.1.1. - Page no. 34	The provision of one-time extension for an additional period can be considered as 20 years instead of 10 years which may be beneficial to both the parties.	Tender conditions prevail.
3.1.2.	Draft Concession Agreement	3.1.2. - Page no. 35	<p>Concession Period - the period of 20 years can be considered from the Date of Operation (COD) instead of Appointed Date since execution of the project is not entirely within the control of the Concessionaire and the Concessionaire may be deprived if the execution time may get delayed due to any reasons which are beyond the control of the Concessionaire.</p> <p>Justification : - This request is pleaded and put forward considering the previous agreements of Opium gum and CPS, wherein the period of agreement is considered from the COD itself.</p>	Tender conditions prevail. Concession period is to be calculated from the date of appointment.

4.1.3.	Draft Concession Agreement	4.1.3. - Page no. 37	Conditions precedents required to be satisfied prior to the Appointed Date within 180 days from the Effective Date - considering the uncertainty in the execution time this period can be extended to 360 days.	Tender conditions prevail.
4.3.	Draft Concession Agreement	4.3. - Page no. 37	Deemed Termination upon delay - in fulfilment of condition precedent in 4.1.3 can be extended to 360 days from 180 days and Damages at the rate of 0.2% per day with maximum of 20% of Performance Security to be avoided since the Concessionaire shall be the major loser in case of delay in the project and therefore unreasonable to further penalise him with some further charges.	Tender conditions prevail.
5.1.1. (v)	Draft Concession Agreement	5.1.2. (b) - Page no. 42	Adequate storage facility for poppy straw/finished products - need to be define in terms of requirement from the authority in order to avoid any confusion and whereby may impact the operations and out-put of the targeted production and efficiency.	To be commensurate with the processing capacity of the plant as mentioned in Clause 5.1.2. (b) of the Draft Concession Agreement.
5.1.1. (x)	Draft Concession Agreement	5.1.1. (x) - Page no. 41	Since the project of CPS manufacturing is solely being carried out for the government on contract manufacturing terms, hence why the manufacturing site has to ensure compliance to internationally established and accepted good manufacturing practices through approvals from United States Food and Drug Administration (USDA) United Kingdom's Medicines and Healthcare products Regulatory Agency (UK MHRA) / European Directorate for the Quality of Medicines & HealthCare (EDQM) / Australian Therapeutic Goods Administration (TGA) / Brazilian Health Regulatory Agency (ANVISA), etc.;	Tender conditions prevail. However, such compliance may be fulfilled by the end of the second operational year of the project, to avoid any inadvertent delays. If it is not achieved post the discussed timeline, the same may amount to the event of default of the concessionaire leading to termination.

5.5.	Draft Concession Agreement	5.5. - Page no. 45	Branding of the project - This need to be defined properly because if Concessionaire or its parent company is listed entity or have any obligation under the laws of the country to share information with the investors and/or shareholders then that need to be permitted.	No branding of the bidding entity is permitted.
9.1.2.	Draft Concession Agreement	9.1.2. - Page no. 57	Any amount and/or 5% of total project cost for 36 months need to be reconsidered since such amount will put additional burden on the concessionaire and also not adding any value to the project.	Tender conditions prevail.
9.1.3.	Draft Concession Agreement	9.1.3. - Page no. 57	Operational performance security of 10% is also irrelevant when the authority has put penalty provision on lower than committed production in other clauses. If Operational performance security is unavoidable, then we request to make it 5%.	Tender conditions prevail.
15.2.3.	Draft Concession Agreement	15.2.3. - Page no. 71	There is no commitment from the authority under 15.2.3 about the approval of the cost for such change of scope by the concessionaire.	Tender conditions prevail.
21.3.3.	Draft Concession Agreement	21.3.3. - Page no. 85	100% payment for achieving 60%-65% can be reasonably set up at 50%-55% for initial 2-3 years and thereafter raised to 60%-65%. Further it is also appropriate to consider the targeted yield on Annual for 1st year, Half Yearly from 2nd year and Quarterly basis from 3rd year onwards which will give the concessionaire time to improve the process and to make more efficient.	Tender conditions prevail.
21.5.2.	Draft Concession Agreement	21.5.2. - Page no. 86	On achievement of efficiency 50% in any 2 quarters shall be considered as event of default - this can be applied from 2nd or 3rd year of operation to get time for the concessionaire to stabilised the process and to operate efficiently.	Accepted for the first operational year, where such default shall not lead to termination.
21.2.3.	Draft Concession Agreement	21.2.3. - Page no. 84	We would like to request for 80% of the Processing Fees as Fixed whereas balance 20% can be disbursed as Variable Fees.	Tender conditions prevail.

21.2.3.	Draft Concession Agreement	21.2.3. - Page no. 84	Further we would like to know what are the reimbursements covered under Supplementary Fees.	No reimbursements are envisaged.
21.2.3.	Draft Concession Agreement	21.2.3. - Page no. 84	<p>100% processing fee must be calculated at 60-65% Extraction Efficiency (EE) as had been done in Agreement of 5 years. Also the increase in EE or decrease in EE may also be taken as per previous Processing agreement i.e. increase up to 115% as well as decrease in EE up to 85% as per the performance.</p> <p>This request is put forward taking into consideration the previous agreements signed for Opium and PS processing. Looking into the CPS technology which still is on development stage, some relaxation terms is needed for the concessionaire to carry out the processing.</p>	Tender conditions prevail.
21.4.	Draft Concession Agreement	21.4. - Page no. 86	The authority shall pay the concessionaire the processing fees as per the agreement and shall be escalated every year WIP, we feel this will not be sufficient to cover the operational expenditure and maintenance of the plant under the prevailing inflation rate therefore we propose to have WIP rate plus 5% shall be increasing every year.	Tender conditions prevail.



21.3.3.	Draft Concession Agreement	21.3.3. - Page no. 85	The authority should consider Baseline Extraction Efficiency as 60% ( instead of 70% ) considering the new manufacturing set up requires time to scale up the efficiency parameters. Further in case of 1% increase in the Extraction Efficiency above 60% can be incentive by increase of 0.5% up to 40% increase in the Extraction Efficiency with 20% increase in the processing fees. Whereas the 1% decrease in the Efficiency ( beyond 60% ) shall be reduced by reducing 0.5 in the processing fees.	Tender conditions prevail.
28.1.4.	Draft Concession Agreement	28.1.4. - Page no. 107	Termination Notice under 28.1.4 for cure period can be taken as 120 days	Tender conditions prevail.
General	Draft Concession Agreement	General	How the company will be compensated if the self-developed Technology used to process poppy straw on the expiry of the terms since then such technology will be known external and easily accessible.	The entire facility shall be handed over to the concessionaire at the end of the concession period, therefore, there is no compensation for technology used for processing. It is expected that the cost associated with technology is accounted for in the processing fee.
21.2.4.	Draft Concession Agreement	21 - Page no. 84 Schedule G - Page no. 144	Processing Fees shall be solely based on the extraction efficiency of Semi Refined Morphine and not on the combined recovery of Alkaloids.	Processing fee shall consider the weighted average of alkaloids extracted and not just SRM.

General	Draft Concession Agreement	Article 21 - Page no. 84	It is the accepted practice followed universally in the Contract Manufacturing Job that all & entire raw materials, reagents, solvents required to manufacture/extract the final product is supplied and or reimbursed by the Principal (here the Govt Authority)	The project is a PPP and not a contract manufacturing job.
General	Draft Concession Agreement	General	What is the compensation available to the company after completion of the term of 20 years since then such plant will not be commercially used by the company since as per Article 3.1.2 (j) , the company needs to transfer the Project Facility to the authority.	No additional compensation is envisaged.
General	Draft Concession Agreement	5.1.1. (aa) - Page no. 41	The concessionaire shall from time to time undertake upgradation of the project assets as per provision of the agreement - this need also assurance to grant sufficient TERM to the concessionaire whereby the concessionaire can recover the investment. Further the authority insisting of compliance and international approvals for the facility. This requires continuous substantial investment.	The Bidder has to take into account such assumptions in his calculations.
<b>Bajaj Healthcare - 2</b>				



5.1.1. (X)	Draft Concession Agreement	5.1.1. (x) - Page no. 41	<p>Since the project of CPS manufacturing is solely being carried out for the government on contract manufacturing terms, hence we need the clarification as why the manufacturing site has to ensure compliance to internationally established and accepted good manufacturing practices through approvals from United States Food and Drug Administration (USFDA) / United Kingdom's Medicines and Healthcare products Regulatory Agency (UK MHRA) / European Directorate for the Quality of Medicines &amp; HealthCare (EDQM) / Australian Therapeutic Goods Administration (TGA) / Brazilian Health Regulatory Agency (ANVISA), etc.; To be precise as the concessionaire will only carry out contract manufacturing and shall provide crude morphine i.e. Semi Refined Morphine, thus any compliance to the Regulated market approvals is not deemed in this case and not applicable We request the authority to note that Basic GMP practices will be adhered by the concessionaire for the manufacturing activity i.e. extraction of alkaloids from Poppy straw after set up of the production unit.</p>	Tender conditions prevail. However, such compliance may be fulfilled by the end of the second operational year of the project, to avoid any inadvertent delays. If it is not achieved post the discussed timeline, the same may amount to the event of default of the concessionaire leading to termination.
21	Draft Concession Agreement	Article 21 - Page no. 84	<p>Payment Mechanism:- A baseline extraction efficiency figure of 70% has been established by the Authority. A neutral band of 70% - 75% has been established...</p> <p>Kindly clarify how authority has arrived on these extraction efficiency criteria when the process technology itself is not available/established by the respective authority.</p>	The criteria is based on considering current extraction and international benchmarking.

21	Draft Concession Agreement	Article 21 - Page no. 84	<p>After receipt of the Poppy Husk to the Concessionaire, it is mentioned in the agreement that batch-wise sampling, based on the district of supply of the lot, shall be undertaken to ascertain the quality of alkaloids that are present in the raw material. (the "Potential Extraction Efficiency").</p> <p>Kindly clarify how the concessionaire can evaluate from which district the poppy poppy husk is received. Will there be any quality difference in the poppy husk dispatched from different districts?</p>	<p>The sampling and testing for batches received and the batches of SRM/ Alkaloids/ Crude form of alkaloids so processed shall be appropriately identified, labelled, matched, stacked and stores batchwise for ensuring ease of access and retrieval.</p>
21	Draft Concession Agreement	Article 21 - Page no. 84	<p>Is the testing method available with the authority to check the quality of alkaloids in the raw material i.e. the poppy straw/husk.</p> <p>What is the defined specification established by the authority to check the moisture content of poppy straw on receipt?</p> <p>What is the acceptance criteria for the moisture content to comply?</p> <p>What will be the resolution factor if there is difference in the moisture results established between the authority and the concessionaire.</p>	<p>The concept and process of the Independent Testing Laboratory, which is to be jointly setup shall encompass and lay out a detailed plan on testing, sampling, storage, safety norms etc. with guiding principles and analytics. An independent testing laboratory has been planned to be setup that shall provide both the parties with analytics on the crop for reference and action. Further, please refer to Clause 21 of the Draft Concession Agreement for testing and standardisation</p>





				<p>plan. The moisture content is normally not more than 5%. The moisture content shall be determined by the Independent Testing Laboratory and shall be final and binding to both parties.</p>
21	Draft Concession Agreement	Article 21 - Page no. 84	<p>For example: - If the moisture content in poppy straw quoted by the authority is 1% and on receipt the concessionaire observes at higher end i.e. for example 3.0 %.</p> <p>Vice a versa if the moisture content in poppy straw quoted by the authority is 3.0% and on receipt the concessionaire observes at much lower end i.e. for example 1.0 %, then how the difference of 2% will be taken into account. What will be the impact of the moisture content on the yield?</p>	<p>The report from the independent testing laboratory shall be final and binding on both the parties. The testing standards and forms may be taken up and considered as and when the bid documents for the Independent Testing Laboratory are issued in compliance with the Conditions Precedent for the Authority in the DCA. The moisture content is normally not more than 5%. The moisture content shall be determined by the Independent Testing Laboratory and shall be final and binding to both parties.</p>

21	Draft Concession Agreement	Article 21 - Page no. 84	<p>Similarly, it is mentioned in the draft concessionaire agreement that the SRM/ Alkaloids/Crude form of Alkaloids produced by the Concessionaire shall be tested before handed over to the Authority to evaluate the actual quantity of alkaloids that can be extracted from the SRM/Alkaloids/Crude form of Alkaloids (the "Extraction Efficiency Achieved").</p> <p>With reference to the above point testing will be carried out by the concessionaire as well as by the authority on receipt. However, what will be the scenario in case there is difference in the testing results between the concessionaire and the testing laboratory of the authority. How this difference of analysis will be resolved.</p>	<p>The testing laboratory should not be perceived as the testing laboratory of the Authority only. The testing lab shall be independent, and setup on mutually agreeable terms by both parties. The say of the independent testing laboratory shall be final and binding. Please refer to Schedule P of the Draft Concession Agreement.</p>
21	Draft Concession Agreement	Article 21 - Page no. 84	<p>The estimated project cost of Rs. 165 crore is mentioned in the draft agreement. This figure is very vital to the concessionaire for working out the estimated price per unit to be quoted for extraction, as the entire cost of the project, technology and other expenses borne by the concessionaire is required to be recovered in 20 years (17 years of the contractual period). Thus, the estimation of Rs. 165 crore is very vague and without any basis as well as technology in hand arriving at the precise price to be quoted is practically not feasible. The final bidding date of 1 month is very insufficient to even arrive at the various parameters governing the cost on a broad basis. Hence the tender date for final price submission should be extended for at least another 3 months.</p>	<p>The project cost mentioned is estimated based on assumption and analogy of similar extraction facilities internationally and on the domestic experience of the Government Opium and Alkaloid Factories. The bidders are expected to make their own feasibility assessment while submitting the bid, in the timeline stipulated.</p>

CRL Rubber				
1.1.3	Request for Proposal	1.1.3 - Page no. 15	As per the Bid document Design Capacity of Production Unit 10,000 MT per annum per annum Poppy husk processing capacity. We herewith request you kindly clarify the conversion ratio of the same in terms of product.	The SRM/alkaloids/cru de form of alkaloids shall be given to the Authority post processing. The capacity of the plant is in terms of the input, i.e. at the threshold cap of 10,000 MT per annum of raw material (in CPS) processing.
1.2.9	Request for Proposal	1.2.9 - Page no. 18	We request to clarify on the expected procurement rate for by products, as well as the estimated inflation rate or the method by which the incremental cost of inflation will be calculated during the 17-year operation and maintenance period.	The procurement shall be based upon the bidding criteria, i.e. the cost of processing per MT of poppy straw. The same shall be liable to a WPI escalation.
1.1.4	Request for Proposal	1.1.4 - Page no. 15	Considering the large ticket size of project i.e. around Rs. 165.00 Crore, we request you to please extend the Concession Period from 20 years to 30 years	Tender conditions prevail.
1.2.10	Request for Proposal	1.2.10 - Page no. 18	We kindly request you to take into consideration the criteria starting from the lowest bidder to QCBS (Quality and Cost Based Selection) with a 60:40 ratio. This will ensure that the bidder with the best quality also can apply for this bid.	Tender conditions prevail.

2.3.B	Request for Proposal	2.3.B - Page no. 23	<p>We understand that such sensitive processing plants have been usually controlled by the Government.</p> <p>Now, as per the mandate of Govt the private players are invited to process the manufacturing along with operation and management, in this condition, it is very difficult to have similar experience.</p> <p>We therefore request the Authority to relax the criteria or refinery of the products may also be considered.</p>	<p>It is clarified that API manufacturing experience is counted, in satisfaction of the Technical Eligibility. The criteria has been established considering the best interest of the project and interested parties. Any interested private entity wanting to participate may use the method of a JV/Consortium as stipulated in the provisions of the Request for Proposal. Tender conditions prevail.</p>
Appendix C2	Request for Proposal	Appendix C2 - Page no. 87	<p>As per the page no. 2 of RFP, total years of operations are 17 years. We request you to please clarify whether financial Bid will be submitted for each financial year or will it be submitted as combined for 17 years.</p> <p>Considering the market inflation, price hike in labour charges, electricity charges, fuel charges and many other factors which will happen time to time over the 17 years.</p>	<p>The processing fee shall be a single fee, liable to receive escalation based on the WPI as on the first date of the Accounting Year as stipulated in the provisions of the Draft Concession Agreement.</p>



General	Request for Proposal	General	<p>We request to the Authority to clarify the points as mentioned below.</p> <p>(i) What kind of assistance will be provided from Authority in getting all clearances. Pl elaborate</p> <p>(ii) Similarly, what supports will be provided by Authority in setting up the plant. Please elaborate.</p> <p>(iii) As per the RFP, plant will designed and built for 10,000 MT/ annum capacity for processing of poppy husk, however, Authority is ensuring minimum 6,000 MT/annum. In this case the plant capacity will not be utilized completely. We therefore, request to Authority to provide 10,000MT/annum poppy husk so that plant may be operated on full capacity and hence financial viability of this project will also be strengthened.</p>	<p>1. The Authority shall, on a best-effort basis, help in achieving requisite permits and approvals, however, it shall be an obligation of the Concessionaire.</p> <p>2. Requested to refer to Article 5 - Obligations of the Authority for the same.</p> <p>3. The plant capacity has been designed based on both forward and backward linkages to the project. Interested bidders may kindly do their assessment based on said inputs.</p>
<b>ANIKA International</b>				
General	Draft Concession Agreement	Article 21.2 - Page no. 84	How could the winner guarantee the business from GOAF?. Is there going to be any way to guarantee a fee for the minimum 6000 tons?	Any deficient quantity to the MBG shall be liable to receive the fixed portion of the processing fee, if such quantity is not supplied.
General	Draft Concession Agreement	General	There would be an option for this site to take any other business once the winner fulfil the commitment towards GOAF?	Alternative use may be allowed in consultation and approval of and at the discretion of the Authority and Department of Revenue subject to agreed terms and conditions. Post-completion of the Concession Period, the concessionaire is free to repurpose

				to the project as they deem fit, subject to the national policy at the time of termination.
General	Draft Concession Agreement	General	There would an option for a third party (i.e. "us") to use this site to process our straw sent from Spain? Or buying straw from GOAF, processing it at that site and sending the alkaloids abroad to a private company?	No such provision envisaged. Tender conditions prevail.
General	Draft Concession Agreement	Article 2 - Page no. 33	Would this site be just a cps site or can be also used for api production?	The plant is to be run as per the scope of work given in the Bid documents. Alternative use may be allowed subject to consultation with the Authority and at the discretion of authority and Department of Revenue subject to agreed terms and conditions including the terms for payment of fixed charge
General	Draft Concession Agreement	Article 21.2 - Page no. 84	What would happen if GOAF doesn't have any need or has lower needs than the minimum committed volume. How the interest of the bidder would be protected in such scenario.	Any deficient quantity to the MBG shall be liable to receive the fixed portion of the processing fee, if such quantity is not supplied.
<b>Mariental India Pvt Ltd.</b>				
1.1.3.	Request for Proposal	1.1.3. - Page no. 15	Does this mean that the plant should have a processing infeed capacity of at least 2TPH Poppy husk based on 5000hours PA (20hrs x250 days) or any other basis	The Authority has stipulated that the capacity of the plant shall be sufficient to process 10,000 MT of poppy

				straw per annum.
1.1.3.	Request for Proposal	1.1.3. - Page no. 15	In how many days will the Authority handover the 10,000 MT Poppy Husk and with how much moisture content (for quantity correction- because the revenue model is based on supplied Poppy Husk)	The Poppy Straw is provisioned to be made available in the before the completion of the preceding Accounting Year. For case of reference, the accounting year is calculated from the 1st of October of the current year and culminates at the 30th of September of the next year. The moisture content is normally not more than 5%. The moisture content shall be determined by the Independent Testing Laboratory and shall be final and binding to both parties.
1.1.3.	Request for Proposal	1.1.3. - Page no. 15	What is the basis of the Project Cost, has the building size and equipment already been proposed and estimated, what is the cost of 25 acres of land estimated at	The estimated TPC and landholding size has been calculated based upon similar extraction facilities internationally. The bidders are expected to make their own feasibility assessment while submitting the bid, in the timeline stipulated. It is clarified that such

				costs are not binding, and interested bidders may make their own assessment for the same.
1.1.3.	Request for Proposal	1.1.3. - Page no. 15	If the building sizes have been frozen the same may be shared	Bidders may make their own assessment based on the quantity to be processed.
1.1.3.	Request for Proposal	1.1.3. - Page no. 15	If list of equipments with technical specifications is frozen same may also be shared	Bidders may make their own assessment based upon the technology choice.
1.2.1.	Request for Proposal	2.2.1. - Page no. 20	Does this mean foreign companies are free to and can bid on their own	Yes, please refer to Clause 2.2.1 (ii), subject to their own assessment, fulfilment and validation of technical & financial criteria (in equivalent INR)
1.2.1.	Request for Proposal	2.2.1. - Page no. 20	What about Partnership firms, Clause 2.3.1 A (ii) mentions only Pvt Ltd Company	Please refer to Clause 2.2.1. of the RFP.
1.2.7.	Request for Proposal	1.3. - Page no. 18	If cash/DD bid security will be refunded within 60 days from bid due date why BG needs to have a validity of 180 days from the Bid Due Date	Tender conditions prevail.
1.2.7.	Request for Proposal	2.3.4. - Page no. 24	How many partners can there be in a consortium. Why define %age shareholding – technology partners may not want to invest in the project yet offer technology	A consortium has been limited to 2 partners. A % has been defined in order to ensure that extremely minor shareholding is avoided.
2.3.1 A (i)	Request for Proposal	Appendix A2 - Page no. 56	How would requirement of Indian Stamp Act is duly fulfilled	Please refer to Appendix A2 of the RFP.



2.3.1 B	Request for Proposal	2.3.1. - Page no. 22	This clause disqualifies all, how can a bidder have 15 year experience when Poppy Husk Processing was controlled by Government till now.... The JV formation with experienced international players would need to have more time then the bid preparation time given till 29-06-23	It is clarified that the experience of 5 years, as mentioned in Clause 2.3.1. B. shall have to be in the past 15 years. Where 15 years is the evaluation period, and not the period of experience. It is also clarified that API manufacturing experience is valid in satisfaction of the eligibility criteria, hence, the interests of domestic companies is retained.
General	Request for Proposal	2.3.1. B, Footnote 2 - Page no. 23	Define similar projects is Spice Oil, Oleoresins, Curcumin extraction from Turmeric, Herbal extraction similar - Or do only API manufacturing qualify as similar	Only Poppy processing or API processing shall constitute satisfaction of the eligibility criteria.
2.3.1 C (i)	Request for Proposal	2.3.1 C (i) - Page no. 23	Why Net Worth of individual partner needs to be considered and why Net Worth of each Consortium member should be positive in three preceding financial years Why Net Worth of each Member should be weighted by the equity share of that Consortium Member - A technology partner may seek higher equity and may have lower new worth or not invest at all.	Tender conditions prevail.
2.3.4 (i)	Request for Proposal	2.3.4 - Page no. 24	Why there can't be more than 2 member consortium, more members could be a need for meeting the eligibility criterion both financial and technical	Tender conditions prevail.
2.3.4 (iii)	Request for Proposal	2.3.4 - Page no. 24	Why lead member should have an equity share holding of at least 51%... it should be the decision of the SPV whom they select as the Lead member	Tender conditions prevail.

2.25.1.	Request for Proposal	2.25.1 - Page no. 37	Why does bank issuing BG need to have a Net Worth of at least INR 1,000 Crore	Tender conditions prevail.
Project Information Memorandum	Request for Proposal	PIM - Page no. 48	Will Authority help in conversion of land use and subsidize the Stamp Duty for registration Can additional land adjacent to the unit be used for some other business by the SPV members.	The SPV shall be setup for the sole purpose of implementation of the project. Land adjacent, not forming part of the project could be used by any interested party. The Authority shall, on a best-effort basis, help in achieving requisite permits and approvals, however, it shall be an obligation of the Concessionaire.
General	Request for Proposal	5.1.2. (b) - Page no. 42	What is adequate, kindly define the Storage size / quantity to be provided for	To be commensurate with the processing capacity of the plant as mentioned in Clause 5.1.2. (b) of the Draft Concession Agreement.
General	Draft Concession Agreement	Article 37 - Page no. 125	- Does this mean Authority will bear 50% cost of the laboratory to be set up for the project - Will this laboratory be inside the complex or outside... who will operate it	The cost of the Independent Testing Laboratory shall be borne equally by both parties. The premises/place for setting up of Independent Testing Laboratory shall be constructed by the Concessionaire, within the Project.

General	Draft Concession Agreement	Article 21 - Page no. 84	<p>Compensation should be 100% of the unit conversion cost for if the quantity is less than MBG quantity.</p> <p>- If the Units operated for 180 days for the Authority, can it be used by the SPV for extraction of some other products or some other business</p>	<p>For any deficient quantity, the Authority shall compensate the Concessionaire on the fixed charge only considering the the processing unit was not operational for the deficient quantity and no variable charge for the same was incurred.</p> <p>Alternative use may be allowed in consultation and approval of and at the discretion of the Authority and Department of Revenue subject to agreed terms and conditions. Post-completion of the Concession Period, the concessionaire may be at liberty to repurpose the project as may be deemed fit, subject to prevalent national policy at the time of termination/transf er.</p>
7(a)iii - RFP	Request for Proposal	Article 6 - Page no. 48 - DCA	what assistance would the Authority offer for getting the permissions and other compliances	The Authority shall, on a best-effort basis, help in achieving requisite permits and approvals, however, it shall be an obligation of the Concessionaire.



7(b) - RFP	Request for Proposal	Article 3.1.2. - Page no. 35 - DCA	will the authority take over the company SPV or plant including manpower and other liabilities or only the plant or any other option - What about the Manpower / Human Resource liabilities and compliances	At the end of concession period, the plant including all facilities shall handed over to the Concessionaire.
4.1.3	Draft Concession Agreement	Article 9 - Page no. 57	why block funds, 5% is too much on the higher side	Tender conditions prevail.
5(y)	Draft Concession Agreement		Predefine the standards to be followed for the factory infrastructure and the Processes	Standards and processes are to be self-assessed and decided based upon the technology being brought in by the Concessionaire, shall be defined at the CPP.
5. (mm)	Draft Concession Agreement	21.3.3. - Page no. 85 5.1.1. (f) - Page no. 39	Since the Poppy Straw Husk (PSH) is an agro commodity and may vary in the Alkaloid content from season to season hence what will happen if higher or lower extraction efficiency is achieved---What happens to the solid waste generated after processing?	Please refer to Clauses 21.3.3. and 5.1.1. (f) for the same.
9	Draft Concession Agreement	Article 9 - Page no. 57	What happens if we complete the project in less than 36 months.. will the security be returned	Yes. Construction performance security shall be made available at the end of defect liability period.
9	Draft Concession Agreement	Article 9 - Page no. 57	Should be in ratio of yearly operation cost payable	Tender conditions prevail.
<b>Rusan Pharma</b>				
General	Draft Concession Agreement	Schedule A - Page no. 134	Site of the unit – as mentioned in the bid documents it is restricted to within 75 Km radius of GOAF, Neemuch, MP.  Suggestion: It should be "in State of Madhya Pradesh"	Tender conditions prevail.

General	Draft Concession Agreement	Article 5 - Page. No 39	The bid documents mention processing of Semi Refined Morphine. Please clarify if no other alkaloids have to be processed.	The concessionaire is expected to process SRM/ Alkaloids/ Crude form of Alkaloids
General	Draft Concession Agreement	5.1.1. (f) - Page no. 39	After processing of the poppy straw there will be residual waste / solvents which may contain small quantities of alkaloids.  Please clarify procedure for disposal of waste.	Crude alkaloids are expected to be handed over to the Authority
General	Draft Concession Agreement	2.3.1. B, Footnote 2 - Page no. 23	In Technical capacity clause it is mentioned "technical know-how and experience for development and operation and maintenance of a plant extracting SRM and/ or alkaloids from Poppy Straw using Concentrated Poppy Straw (CPS) technology, and such experience "- as pointed that no Indian company has the technical expertise for this extraction process. This clause eliminates Indian companies without foreign collaboration from participation in the tender.	Indian companies with API experience are eligible to bid for the project.
<b>Sun Pharma</b>				
General	Draft Concession Agreement	General	What are the typical alkaloid content in the husk?	Typical alkaloid content varies based on climatic conditions, soil and seeds.
General	Draft Concession Agreement	Article 21 - Page no. 84	What are the minimum extraction yields expected? Any penalty if desired yield is not achieved? What is the typical water content in the poppy husk	The moisture content is normally not more than 5%. The moisture content shall be determined by the Independent Testing Laboratory and shall be final and binding to both parties.